

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/70

TITLE: Cleaning, Multipurpose Operations and Security Employees Zoological Parks Board of New South Wales Enterprise Agreement

I.R.C. NO: 98/179

DATE APPROVED/COMMENCEMENT: Approved 30 January 1998 and commenced 27 September 1997

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COVERAGE/DESCRIPTION OF

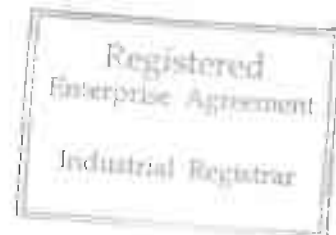
EMPLOYEES: Cleaners, Gatekeepers, Multipurpose Operators and Security Operators at Taronga and Western Plains Zoos

PARTIES: Zoological Parks Board of New South Wales -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch

ENTERPRISE AGREEMENT

CLEANING, MULTIPURPOSE OPERATIONS AND SECURITY EMPLOYEES ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES.

ARRANGEMENT



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1. TITLE

This agreement shall be known as the Cleaning, Multipurpose Operations and Security Employees - Zoological Parks Board of New South Wales Enterprise Agreement.

2. PARTIES TO THE AGREEMENT

An enterprise agreement, made in pursuance of the NSW Industrial Relations Act, 1996 in accordance with the provisions of Part 2 of the said Act, entered into between the Zoological Parks Board of NSW and the Australian Liquor, Hospitality & Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch.



3. COVERAGE

- i) This agreement shall only apply to employees at Taronga and Western Plains Zoos who are employed as cleaners, gate keepers, multipurpose operators and security officers.
- ii) This agreement shall totally regulate the terms and conditions of employment.
- iii) The parties agree to terminate Enterprise Agreement 268 of 1996 to take effect from registration of this agreement.

4. DECLARATION

The parties declare that this Agreement:

- i) is not contrary to the public interest
- ii) is not harsh, unfair or unconscionable
- iii) was not entered into under duress
- iv) is in the interests of the parties.

5. DEFINITIONS

- i) Afternoon Shift - means any shift finishing after 6.00pm and at or before midnight.
- ii) Casual Employee - means an employee engaged and paid as such but shall not include an employee working an average of thirty-eight ordinary hours or more per week in the same work and shall not include an employee who is required to work a constant number of ordinary hours each week. See clauses 9 and 14.
- iii) Cleaner Grade 1 - means an employee (on probation) with less than 6 months service engaged for the greater part of such employee's working time on cleaning work of any description on premises or in bringing into or maintaining premises, in a clean condition, whatever may be the nature of the employees other duties.
- iv) Cleaner Grade 2 - means an employee with 6 months or more satisfactory service engaged for the greater part of such employee's working time on cleaning work of any description on premises or in bringing into or maintaining premises in a clean condition, whatever may be the nature of the employee's other duties.
- v) Cleaner Grade 3 - means an employee performing duties of a cleaner, who in addition is engaged for the greater part of each day or shift on any of the following tasks, or a combination of such tasks:
 - * Ordering supplies and receiving deliveries and/or the responsibility for the distribution and maintenance of toilet and other requisites and cleaning materials in buildings or establishments and/or an employee performing customer or public relations or other duties as required.



- * Carpet Cleaning: operating equipment used in any or all of the following methods: powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly called 'steam cleaning').
 - * Cleaning windows on the exterior of multi-storied buildings from swinging scaffolds, bosun's chairs, hydraulic bucket trucks or similar devices.
 - * Operating "Ride-On" powered sweeping machines.
 - * Operating steam cleaning and pressure washing equipment on the exterior of buildings.
- vi) Cleaner Grade 4 - means an employee who is entrusted with the supervision of cleaning as a principal responsibility and/or who may be required to generally superintend and maintain a building or buildings or section of the Zoo and/or building and cleaning equipment and who may also perform the duties of a cleaner Grade 2 and/or 3 as required.
- vii) Day - means the period from midnight to midnight.
- viii) Day Shift - means any shift commencing at or after 6.30am and finishing at or before 6.00pm.
- ix) Day Worker - for the purposes of this agreement a day worker shall mean a person engaged to work day shift Monday to Friday inclusive. Such employee may only be requested to work Public Holidays (see clause 22, Public Holidays).
- x) Early Morning Shift - means any shift commencing at or after 5.00am and before 6.30am.
- xi) Employer shall be the Zoological Parks Board of NSW.
- xii) Gatekeeper means an employee stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property, including vehicles carrying loads of any description to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and/or gate pass and who also may have other duties to perform and shall include an area or door attendant or commissionaire in a commercial building.
- xiii) Multipurpose Operator Grade 1 means an employee (on probation) whose presence is required in and about the Zoo cable car and parking areas operation for the good order and convenient use thereof and may include the receiving of money and issuing of receipts for the said cable car and parking operations. May also be required to collect monies and issue receipts for photographic opportunities such as 'Koala Encounters'.
- xiv) Multipurpose Operator Grade 2 - means an employee whose presence is required in and about the Zoo cable car and parking areas operation for the good order and convenient use thereof and may include the receiving of money and issuing of receipts for the said cable car and parking operations. May also be required to collect monies and issue receipts for photographic opportunities such as 'Koala Encounters'.



- xv) Multipurpose Operator - Team Leader Grade 3 - means an employee who performs all duties as required of a Grade 2 and provides advice to the cabin ride Supervisor as required, fully instructs Grade 1 operators in the safe operation and workings of the cabin ride and parking and supervises work performance of operators providing advice to them when required.
- xvi) Multipurpose Supervisor - 2IC Grade 4 - assumes responsibilities as 2IC to Manager in the operations of cabin ride, car parking and admissions functions. Acts as Manager in the absence of that person.
- xvii) Multipurpose Supervisor - Cabin Ride, Parking, Cleaning & Admissions Manager Grade 5 - has the overall responsibility of the Aerial Safari, cleaners and car park, reporting to the Manager Commercial Services responsible. The employee is fully conversant with the operations of the Aerial Safari, cleaning and car park and directs multipurpose operators Grades 1 to 4. Liaises with other departments and management concerning area of responsibility and oversees the rosters of multipurpose operators.
- xviii) Night Shift - means any shift finishing subsequent to midnight and at or before 8.00 am or any shift commencing at or after midnight and before 5.00 am.
- xix) Night Shift, Non-Rotating - means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one-third of such employee's working time off night shift in each roster cycle.
- xx) Part-time employee - means an employee engaged by the week but who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for weekly employees of thirty-eight hours per week. See clause 9 (ii).
- xxi) Security Officer Grade 1 -
- * means an employee (on probation) who is employed to watch, guard or protect premises and/or property.
 - * has less than six months service and still undertaking on the job training (on probation).
 - * holds Security Industry Certificate, and appropriate security licence.
- xxii) Security Officer Grade 2 -
- * means a security officer who is employed to watch guard or protect premises and/or property.
 - * has achieved at least six months satisfactory service and is fully conversant with all security matters on the sites, including emergency procedures for environmental controls of exhibits (eg. pump failure at Aquarium).
 - * is fully conversant with all emergency animal procedures.
 - * is fully conversant with procedures for accepting injured animals after hours.



- * conversant with location and use of all Zoo firefighting equipment.
- * holds a Security Industry Certificate, and appropriate security licence.

xxiii) Security Officer Grade 3 -

- * means a security officer who is employed to watch, guard or protect premises and/or property. Has achieved at least 3 years service in the industry and is fully conversant with the security operations on the relevant site.
- * is fully conversant with location and use of all Zoo fire fighting equipment including service and maintenance requirements.
- * holds a Security Industry Certificate and appropriate security licence.
- * has completed an advanced security course provided by the employer.
- * possesses skills or experience deemed by the employer to be equivalent to any of the above qualifications.
- * assists the Manager and Assistant Manager in the management of operations as required.

xxiv) Security Office Grade 4 -

- * means a security officer who is fully conversant with the operation of the site.
 - * is fully conversant with location and use of all Zoo fire fighting equipment including service and maintenance requirements.
 - * liaises with Management and other departments re general security matters.
 - * directs enquiries from the general public to appropriate management.
 - * holds a First Aid Certificate.
 - * holds a Security Industry Certificate and appropriate security licence.
 - * has completed an advanced security course provided by the employer.
 - * undertakes all functions of Security Officer Grade 5 when required.
 - * possesses skills or experience deemed by the employer to be equivalent to any of the above qualifications.
- assists Security Manager in the management of operations.



- xxv) Security Office Grade 5 - Security Manager
- * manages the Zoo's security operations.
 - * means a security officer who is fully conversant with the operations of the site.
 - * co-ordinates emergency procedures.
 - * directs security officers in the day to day operations of the security team.
 - * liaises with management and other departments re general security matters.
 - * handles and/or directs enquiries from the general public to appropriate management.
 - * holds a First Aid Certificate.
 - * oversees the rosters of Security personnel.
- xxvi) Seven Day Shift Worker: for purposes of this agreement, a seven-day shift worker means an employee who is regularly rostered, by their employer, to work ordinary hours on Saturday and/or Sundays and/or Public Holidays.
- xxvii) Temporary Employee - means an employee engaged for a fixed term. Staff under such a contract of employment must be clearly advised in writing of this employment status. Such staff are remunerated as permanent employees for the duration of their employment. See clause 9 (iv).
- xxviii) Union - means The Australian Liquor, Hospitality & Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch.
- (xxiv) Weekly Employee - means an employee engaged and paid by the week or fortnight

6. FLEXIBLE WORK PRACTICES

- i) All employees shall perform all work within their skill, competence and training including work which is incidental or peripheral to their main task or function. The Zoo may so direct an employee provided that such duties are not designed to promote deskilling.
- ii) The Zoo 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.
- iii) Any direction issued by an employer pursuant to subclauses (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- iv) Employees shall not impose any limitation on supervisors or technical personnel demonstrating the use of new equipment or machinery.



- v) Workplace consultation will be used to facilitate and negotiate efficiency and productivity improvements.
- vi) Multipurpose Operators are often required to work overtime to run the cabin ride for Function Centre visitors. Often there is a time lapse between the finish of the shift and the arrival of visitors. The parties agree that this time can be spent on cleaning tasks consistent with the provisions of this agreement.
- vii) The parties acknowledge that the existing efficiencies and productive work practices that are in place at the time of entering into this agreement form the basis of the 16% wage increases contained in Clause 9 Wages. The content of this clause does not limit the parties' ability to continue to negotiate efficiencies as outlined in subclause (v) above.

7. CONTRACT OF EMPLOYMENT

- i) Employees under this agreement shall be engaged either as weekly, part-time casual or temporary employees.
- ii) The employer shall, by legible notice displayed at some place accessible to the employees, notify the commencing and ceasing times of ordinary hours of work. Such times, once notified, shall not be changed, without the payment of overtime, or by seven days' notice given in accordance with this subclause, provided that by agreement between the employer and the employee (notified in writing to the Union), less than seven days' notice may be substituted in lieu thereof.
- iii) An employee's commencing and ceasing times of ordinary hours of work shall operate at the actual job or work station provided that where an employee is required to collect (prior to proceeding to the work site) or return (after completion of duty) zoo equipment from a location other than the actual work site or sites then the commencing and ceasing times of ordinary work shall operate from such point of collection and such point of return respectively.
- iv) The employment of any employee other than a casual employee shall be terminated only by one week's notice or by the payment or forfeiture, as the case may be, of one week's wages in lieu thereof except in the case of Redundancy. Uniform Redundancy Package for Application in the New South Wales Public Sector shall apply.
- v) Probationary Period:
 - (a) Employees engaged as permanent or temporary employees without any previous service with the employer may be engaged for a probationary period of six months. During this period of probationary employment such permanent and temporary employees may be terminated with one week's notice and casual employees with one hour's notice.

- (b) Should existing staff successfully apply for a position in another classification covered by this agreement, they may be paid at the probationary rate of the new classification upon appointment. This would occur where staff are required to develop their skills in the new classification. In situations where this subclause is utilised, employment with the Board is not under probation, but an introductory phase in the new classification is being worked.
- (c) The payment of the probationary rate during the introductory phased outlined above would be for a maximum period of 4 weeks.
- vi) Notwithstanding the foregoing provisions the employer may dismiss the employee at any time for a breach of discipline or code of conduct and ethics such as misconduct or wilful disobedience and then shall be liable for payment up to the time of dismissal only.
- vii) On the termination of employment the employer shall, at the request of the employee, give such employee a statement signed by the employer stating the period of employment, the class of work employed upon, and when the employment terminated.
- viii) On the termination of employment, an employee shall return to the employer all uniforms, identity cards, vehicles, firearms, keys and all other items issued to employees.
- ix) Where on termination an employee fails to return any uniform or protective clothing issued, the employer may deduct the monetary value of such uniform clothing from the employee's termination pay. Such deductions shall only occur where prior authorisation in writing has been given by the said employee. Where the employer so requests an employee shall sign such written authority upon engagement. Existing employees may be required to sign such an authority upon receipt of the next issue of uniform clothing.
- x) Mechanisation and Technological Changes:
- Notwithstanding the provisions of subclause (iv), of this clause, where on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which the employer is engaged, the employer terminates the employment of an employee who has been employed for the preceding twelve months, such employee shall be given three months' notice of the termination of employment; provided that, if the employer fails to give such notice in full:
- (a) the employee shall be paid at the rate specified for the employee's ordinary classification in clause 6, Wages, of this agreement for a period equal to the difference between three months and the period of the notice given; and



- (b) the period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of those Acts; and provided further that the right of the employer to summarily dismiss an employee for the reasons specified in subclause (vii) of this clause shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employee's employment.

When an employer gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanisation or technological changes, within fourteen days thereafter the employer shall give notification in writing to the Industrial Registrar, the Director of Vocational Guidance, the Director of Technical and Further Education and the Secretary of The Australian Liquor, Hospitality & Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch, of the fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

- (xi) Employees covered by this agreement shall perform all work within their skill and competence including work which is incidental or peripheral to their main tasks or function.
- (xii) For the purpose of efficiency, discussions shall take place with a view to reaching agreement between all parties affected by changes to work practices resulting in employees performing a wider range of tasks and/or removal of demarcation barriers and/or the participation of employees in additional training.
- (xiii) Employees shall not impose any limitation on supervisors or technical personnel demonstrating the use of new equipment or machinery.

8. UNFAIR DISMISSALS

Termination of employment by an employer shall not be harsh, unjust or unreasonable.

For the purposes of this clause, termination of employment shall include terminations 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 ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

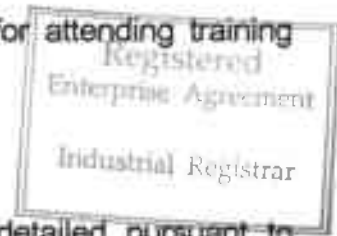
9. WAGES

- i) Weekly Employees: The minimum rate of pay for each classification, shall be as set out hereunder.
- a) Rates of pay effective at the first pay period commencing on or after the date shown in the table below:

	01-01-97 1%	01-07-97 3%	01-01-98 2%	01-07-98 5%	01-01-99 5%
Gate Keeper	\$441.60	\$454.80	\$463.90	\$487.10	\$511.50
Security Officer Grade 1	\$441.60	\$454.80	\$463.90	\$487.10	\$511.50
Security Officer Grade 2	\$455.80	\$469.50	\$478.90	\$502.80	\$527.90
Security Officer Grade 3	\$471.60	\$485.70	\$495.40	\$520.20	\$546.20
Security Officer Grade 4	\$497.20	\$512.10	\$522.30	\$548.40	\$575.80
Security Officer Grade 5	\$738.10	\$760.20	\$775.40	\$814.20	\$854.90
Multipurpose Operator Grade 1	\$391.40	\$403.10	\$411.20	\$431.80	\$453.40
Multipurpose Operator Grade 2	\$406.80	\$419.00	\$427.40	\$448.80	\$471.20
Multipurpose Operator Grade 3	\$437.30	\$450.40	\$459.40	\$482.40	\$506.50
Multipurpose Operator Grade 4	\$497.20	\$512.10	\$522.30	\$548.40	\$575.80
Multipurpose Operator Grade 5	\$724.90	\$746.60	\$761.50	\$799.60	\$839.60
Cleaner Grade 1	\$395.10	\$407.00	\$415.10	\$435.90	\$457.70
Cleaner Grade 2	\$441.60	\$454.80	\$463.90	\$487.10	\$511.50
Cleaner Grade 3	\$455.80	\$469.50	\$478.90	\$502.80	\$527.90
Cleaner Grade 4	\$497.20	\$512.10	\$522.30	\$548.40	\$575.80

Notation: The foregoing weekly rates for Security Officers incorporate an allowance for the reimbursement to the employee of the cost of training required by the provisions of the Security (Protection) Industry Act 1985 and Regulations; Provided that, employers

shall not charge current employees as at 18 September 1989 for attending training courses.



ii) Part-Time Employees

- (a) A part-time employee working ordinary time as detailed pursuant to subclause 4 (ii), shall be paid the hourly equivalent of the weekly wage prescribed by this agreement for the class of work performed plus 10 per cent (Calculated to the nearest whole cent).
- (b) In addition to the ordinary hourly rate prescribed at paragraph (a) herein, shift penalties, weekend and public holiday penalties and overtime penalties shall be paid where appropriate.
- (c) Access to part time leave (including part time maternity leave and other forms of part time leave without pay) or part time employment may or may not be approved by the Board due to the additional 10% loading.

iii) Casual Employees:

- (a) A casual employee for working ordinary time shall be paid the hourly equivalent of the weekly wage prescribed by this agreement for the class of work performed plus 15 per cent (calculated to the nearest whole cent).
- (b) In addition to the ordinary hourly rate prescribed at paragraph (a) herein shift penalties, weekend and public holiday penalties and overtime penalties shall be paid where appropriate.
- (c) In addition to the ordinary hourly rate prescribed in paragraph (a) herein a casual employee shall be entitled to one-twelfth or 5/47 whatever the case may be of the ordinary hourly rate as entitlement to pro-rata annual leave and shall be paid such an amount at the same time as prescribed for the payment of wages in clause 10 of this agreement, provided that that time shall be no later than on a weekly or fortnightly basis (dependent upon the employer's pay period).

iv) Temporary Employees:

Staff may be employed as Temporary Employees when employment is offered for a fixed term. Staff under such a contract of employment must be clearly advised in writing of this employment status. Such staff are remunerated as permanent employees for the duration of their employment. They may be engaged for the following purposes:

- (a) To replace existing employees proceeding on annual leave, maternity leave, long service leave, workers compensation, leave without pay or extended periods of sick leave.
- (b) To occupy positions created for special events which last for a specific period where arrangements are made by agreement between the employer, the union and the employee concerned.

10. PAYMENT OF WAGES

i) Pay by Electronic Bank Transfer or by Cheque

Wages shall be paid not more than forty-eight hours from the time when such wages become due and shall be paid not later than Thursday in the week. The employer shall specify the day upon which wages shall be paid into a bank or other account. Any employee who is not paid on such day shall be paid at overtime rates for all time subsequently worked until payment is made.

ii) Casual employees shall be paid within one hour of the termination of employment.

iii) Should a pay be miscalculated or incorrectly shown on a pay slip, the right to claim waiting time shall be waived provided that the employee has been paid the ordinary base rate of pay and provided further that such underpayment or error is corrected within forty-eight hours of notification by the employee to the pay office of the employer concerned. Where such underpayment or error is not corrected within forty-eight hours, (Monday to Friday), then waiting time as provided by subclauses (i) and (ii) shall apply.

11. ADDITIONAL RATES

i) First-Aid Allowance: A standard first-aid kit shall be provided and maintained by the Board in accordance with the Occupational Health & Safety Act or Regulation. In the event of any serious accident happening to any employee whilst at work the Board, at its own expense, shall provide transport facilities to the nearest hospital or doctor. An employee who is a qualified first-aid attendant and who is required to carry out the duties of a qualified first-aid attendant shall be paid an additional amount of \$9.30 per week. Provided that casual employees shall be paid an additional amount of \$1.86 per shift.

ii) Security Licence: Where an employee is required to hold either a Class 1A or 1B licence pursuant to the provisions of the Security (Protection) Industry Act, 1985, such employee shall have the cost of such licence reimbursed by the employer on completion of each twelve months' service on production by the employee of the original receipt issued by the New South Wales Police Department.

iii) Gun Allowance: Where any employee is required by the employer to carry a firearm such employee shall be paid an additional allowance of \$1.42 per shift with a maximum payment of \$7.10 per week.

iv) Torches: Where an employee is required to carry a torch it shall be provided and maintained in working order by the employer. Where torch globes and batteries are not supplied or where an employee uses the employee's own torch then an allowance of 53 cents per shift shall be paid.

v) Locomotion: Where an employee is required by the employer to use a motor cycle or other motor vehicle it shall be provided and shall be maintained by the employer or if supplied by the employee, such employee shall be reimbursed each week the sum of \$18.70 for each shift worked plus the cost of fuel used on the employer's business. An employee providing a bicycle for use in the

employer's business, shall be paid \$1.87 for each shift worked.

- vi) **Uniforms:** Where a uniform (which may include overalls) is required to be worn the cost of any laundering or dry cleaning shall be borne by the employer provided that a laundry allowance of \$1.10 for each ordinary shift worked may be paid in lieu thereof. This subclause shall apply to shifts worked in accordance with the provisions of paragraph (c) or subclause (i), Weekly Employees, of clause 5, Hours, of this agreement.
- vii) **Refuse Allowance:** \$12.90 per week or 64 cents per hour.
- viii) **Multi-Purpose Machine Allowance:** \$1.60 per shift (This allowance is for using a cleaning machine)
- ix) **Toilet Allowance:** \$6.50 per week or \$1.30 per shift.
- x) **Driver Allowance:** \$4.00 per shift. This is payable to Grade 1 and Grade 2 multipurpose operators who are designated as driver on any given shift.
- xi) **Meal Allowance:** Meal allowance will be paid in accordance with Attachment 1 and the Public Service of NSW Personnel Handbook. The rates are:
- | | |
|-----------|---------|
| Breakfast | \$9.45 |
| Lunch | \$12.25 |
| Dinner | \$18.10 |
- xii) **Disability:** Employees at Western Plains Zoo who are working in the open and subject to climatic conditions such as wet, dusty and muddy conditions and the lack of amenities such as lunch room, lavatory and washing facilities shall be paid an allowance of \$15.20 per week.

12. Leave Conditions and Entitlements

The schedule at attachment 1 prescribes the conditions of employment that are derived from the NSW Public Service Handbook. The conditions shall be those that are current as at 1 January 1996.

13. HOURS

- i) Subject to clause 15, Implementation of thirty-eight Hour Week, and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of thirty-eight per week to be worked on one of the following basis:
- (a)
- (1) 76 hours within a roster cycle not exceeding fourteen consecutive days;
 - (2) 114 hours within a roster cycle not exceeding twenty-one consecutive days;
 - (3) 152 hours within a roster cycle not exceeding twenty-eight consecutive days.
- Such hours shall be worked in shifts of no more than eight consecutive hours with not more than one shift in any period of twenty-four hours.
- (b) Subject to the provisions of paragraph (d) of this clause and except in the case of change of shifts, notice of which has been given in accordance

with subclause (ii) of clause 4, Contract of Employment, of this agreement, not more than five consecutive shifts in seven consecutive days shall be worked without the payment of overtime. Provided that, where there is agreement in writing between the employer and the union, seven consecutive shifts may be worked without the payment of overtime where a roster is worked providing for an employee to be rostered off duty for at least the next forty-eight hours immediately following such seven consecutive shifts.

- (c) A new employee (other than a casual employee) on engagement may work up to three shifts as part of an initial training period. Such shifts shall be paid for at the appropriate rate of pay prescribed by clause 8, Shift Allowances, of this agreement but shall not form part of the normal roster cycle provided for in paragraph (a) of this clause. The normal roster cycle shall commence on the fourth shift.
- (d) Notwithstanding any other provision of this agreement the ordinary hours of work prescribed herein may be up to 12 hours on any day. Provided that:
 - 1. in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day but no more than 10, the arrangement of hours shall be subject to the agreement of the employer and the union.
 - 2. by arrangement between an employer and the union, ordinary working hours exceeding 10 but not exceeding 12 on any day may be worked subject to:
 - (A) proper health monitoring procedures being introduced;
 - (B) suitable roster arrangements being made; and
 - (C) proper supervision being provided.
 - 3. Arrangement made pursuant to subparagraphs (1) and (2) of this paragraph shall be committed to writing in the form set out in Attachment 4 to this Agreement.
 - 4. Arrangement made pursuant to subparagraphs (1) and (2) of this paragraph shall continue to be in force for a period of three (3) months and thereafter unless rescinded by either party to the arrangement by the giving of seven (7) days notice; provided that the arrangements may be varied at any time by the consent of the parties.
 - 5. The document recording agreement reached pursuant to paragraph (d) hereof, that is, Attachment 4 to this Agreement, shall be signed by the parties concerned within one (1) month of this arrangement being implemented and a copy forwarded to the Union office.



ii) Gatekeepers

The ordinary hours of work shall not exceed thirty-eight per week which shall be worked in shifts of no more than eight hours' duration from Monday to Sunday, inclusive, between 6.30 am and 6.00 pm.

iii) Cleaners and Multipurpose Operators

The ordinary working hours, exclusive of meal times, shall not exceed an average of thirty-eight per week. Such hours shall be worked as follows -

- (a) Day Workers: Between the hours of 6.30 am and 6.00 pm Monday to Sunday, inclusive. The above hours shall be worked on each day in one shift of no more than eight hours, duration; provided that on each day, the starting time may commence thirty minutes earlier than that provided herein or, the ceasing time may be extended by thirty minutes, or this thirty minutes may be divided between the starting and ceasing time if mutually agreed to between the employer, the cleaner and the Union.
- (b) Afternoon Shift Workers: Any shift finishing after 6.00 pm and at or before 12 midnight, to be worked in one shift of no more than eight hours duration.
- (c) Early Morning Shift Workers: Any shift commencing at or after 5.00 am and before 6.30 am, to be worked in one shift of no more than eight hours' duration.
- (d) Night Shift Workers: Five shifts of not more than eight hours each, finishing subsequent to midnight, and at or before 8 am or any shift commencing at or after midnight and before 5.00 am.

iv) Meal Breaks: (Not including Security Personnel)

A meal break of not less than thirty minutes and not more than one hour shall be allowed for a meal. An employee shall not be required to work for more than five hours without a meal break.

v) Crib Breaks - Security Personnel:

A crib time of not less than twenty minutes shall be allowed not earlier than four hours nor later than five hours after the time of commencement of each shift where it is reasonably practicable to do so. Time allowed as crib time shall be regarded as time worked and shall be paid for as such.

iv) Tea Breaks:

Employees working more than four hours each working day shall be entitled to one ten-minute tea break without loss of pay.



14. CASUAL EMPLOYEES

Subject to the provisions of subclause (ii) of Clause 5, Definitions, of this agreement, the ordinary working hours shall not exceed eight hours on any day or night shift without the payment of overtime.

- i) (a) In all cases shifts of work shall be continuous and time shall start from the commencement of the shift.
- (b) A crib time of not less than twenty minutes shall be allowed nor earlier than four hours nor later than five hours after the time of commencement of each shift for Security Personnel where it is reasonably practicable to do so. Time allowed as crib time shall be regarded as time worked and shall be paid for as such.
- ii) The employment of a casual employee may be terminated by one hour's notice.
- iii) Casual Employees Minimum Engagement: A minimum engagement of four hours shall be made for each start subject to the provisions of Clause 20, Call Back, of this agreement.
- iv) For calculation of a casual employee's wages see subclause 9(iii).

15. IMPLEMENTATION OF 38-HOUR WEEK

- i) The ordinary hours of work shall be an average of thirty-eight per week as provided in Clause 13, Hours, of this agreement.
- ii) The method of implementation of the thirty-eight week shall be any one of the following:
 - (a) 19 Day Month:

Employees shall accrue 0.4 of an hour for each weekly ordinary shift to be taken off as a paid shift (flexi) during each cycle of twenty-eight consecutive days.

Provided that such rostered days off (flexi days) may be accumulated so as to allow up to 10 consecutive days to be taken off at the mutual convenience of the employer and employee.

An employee shall be entitled to no more than twelve such rostered days off in any twelve months of consecutive employment.
 - (b) Where there is agreement in writing concerning Security employees between the employer, the employee and the union, an employee may work a roster cycle of one hundred and fourteen hours in twenty-one consecutive days (which shall include one only shift of ten ordinary hours duration) so as to allow one complete shift to be taken off as a paid shift during each such roster cycle. An employee shall be entitled to no more than seventeen such paid shifts off in any twelve months of consecutive employment.



- iii) Each day or shift of paid leave taken (excluding annual leave and long service leave) during any roster cycle shall be regarded as a day or shift worked for accrual purposes.
- iv) Notwithstanding any other provision of this clause, on termination of employment an employee shall be paid the value of any credits accrued from each day or shift worked in the roster cycle towards the taking of paid rostered days off duty and such payment shall be at the rate of pay applicable on termination of employment.

16. ROSTERED DAYS OFF DUTY (FLEXI DAYS)

i) Rostering:

- (a) Where possible, rostered days off shall be scheduled by mutual agreement between employees and the employer and the Union. Rostered days off may be accumulated up to a maximum of ten days (only by agreement between the employee and the Zoo) and be scheduled to suit the needs of the Zoo. The dates for taking such accumulated days off shall be notified to an employee at least four weeks in advance of the days to be taken.
- (b) Except as provided by subclause (c) of this clause, an employee shall be advised by the employer at least four weeks in advance of the weekday which is to be the rostered day off duty.
- (c) The employer with the agreement of the majority of employees concerned may substitute the day an employee is to be rostered off duty for another day in the case of an emergency or to meet the requirements of a particular establishment.
- (d) An individual employee with the agreement of the employer, may substitute the day such employee is rostered off duty for another day.
- (e) In the event that an employee is rostered off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.

ii) Rostered Day Off Falling on a Public Holiday

In the event of an employee's rostered day off falling on a Public Holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. Provided that in the absence of agreement the substituted day shall be determined by the employer.

iii) Work on Rostered Day Off Duty:

Subject to subclause (i), Rostering of this clause, any employee required to work on their rostered day off shall be paid in accordance with the provisions of clause 19, Overtime.

iv) Sick Leave and Rostered Days Off:

Employees are not eligible for sick leave in respect of absences on rostered days off as such absences are outside their ordinary hours of duty.

v) Annual Leave and Rostered Days Off:

There is no entitlement to a rostered day off during a period of annual leave as such days do not count as time worked for accrual purposes.



17. SHIFT ALLOWANCES

- i) Subject to the provisions of subclause (ii) of Clause 18, Saturday and Sunday Work During Ordinary Hours, of this agreement, the following additional allowances for shift work shall be paid to employees other than gatekeepers, in respect of work performed during the ordinary hours of shifts as defined in subclauses (i), (x), (xi), (xii), (xx) and (xxi), of Clause 5, Definitions, of this agreement.

	<u>Percentage</u>
Early morning shift	10
Afternoon shift	15
Night shift, rotating with day or afternoon shift	17.5
Night shift, non-rotating	30

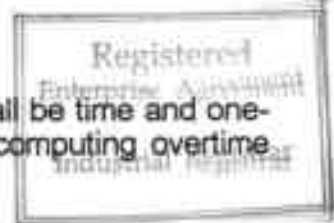
- ii) The allowances prescribed in this clause are not paid to Security Officer Grade 5 and Multipurpose Supervisor Grade 5.

18. SATURDAY AND SUNDAY WORK DURING ORDINARY HOURS

- i) Employees required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:

Saturday Work - Time & one half
 Sunday - Double time

- ii) The allowances prescribed in this clause shall be in substitution for and not cumulative upon the shift work allowances prescribed in Clause 17, Shift Allowances, of this agreement.
- iii) For the purpose of this clause, the rates prescribed shall apply in respect of ordinary hours of work only and shall apply to all employees including casual employees.
- iv) The allowances prescribed in this clause are not paid to Security Officer Grade 5 and Multipurpose Supervisor Grade 5.

19. OVERTIME

- i) For all work done outside ordinary hours the rates of pay shall be time and one-half for the first two hours and double time thereafter. In computing overtime each day's work shall stand alone.

For the purposes of this clause, ordinary hours shall mean the hours of work fixed in accordance with Clauses 13, Hours, and 15, Implementation of 38-Hour Week, of this agreement. The hourly rate when computing overtime shall be determined by dividing the appropriate weekly rate by thirty-eight, even in cases where an employee works more than thirty-eight ordinary hours in a week.

- ii) Where overtime or extra shifts are required to be worked, the employer shall give preference for such work to employees as classified and covered by the terms of this agreement where it is reasonably practicable to do so.
- iii) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next working day that such employee has not had at least the following specified period off duty between those times, shall, subject to this subclause, be released after completion of such overtime until the employee has had such period off duty without loss of pay for ordinary working time occurring during such absence.

The specified period shall be:

- (1) for shift workers, eight hours including the normal changeover time if any;
- (2) for day workers, ten hours.

If on the instructions of the employer such an employee resumes or continues work without having had such period off duty the employee shall be paid at double; ordinary time until released from duty for such period and such employee shall then be entitled to be absent until the employee has had such period off duty without loss of pay for ordinary working time occurring during such absence.

- iv) Where an employee does not attend for rostered duty with the required notice the employee on an 8 hour shift shall agree to work up to hour (4) hours overtime to allow the employer to arrange for suitable relief.
- v) a) Permanent and permanent part time Security Officers and Gate Keepers may apply to perform flat rate elective overtime. This is paid at the Grade 2 Security Officer rate or the Gate Keeper rate with a 15% casual loading plus appropriate penalty for shift, weekend or Public Holiday.
- b) The rates prescribed in (a) above apply to elected overtime and not directed overtime.
- c) Penalty rates prescribed in subclause (iii) shall not apply if the situation has arisen out of elected overtime. However due regard will be had for employees' wellbeing in scheduling shifts and periods of elective overtime. Meal allowance under Clause 11 (xi) shall not apply on elected overtime.



- vi) The provisions of this clause do not apply to Security Officer Grade 5 and Multipurpose Supervisor Grade 5.

20. CALL BACK

- i) An employee required to attend the employer's premises and/or the premises of a client or clients of an employer for any reason after leaving the place of employment (whether notified before or after leaving the place of employment) shall be paid a minimum of four hours pay at the appropriate rate for each such attendance: provided that, where such attendance is required at the employer's premises for the purposes of a disciplinary and/or counselling interview and/or administrative procedures such as completing or attending to Worker's Compensation Forms, Accident Reports, or Break/Entry Reports, the employee shall be paid a minimum payment of two hours at the appropriate rate for each such attendance.
- ii) Provided that this clause shall not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time; provided further that such employee shall be given at least eight hours off duty excluding travelling time in excess of thirty minutes and a meal break of thirty minutes, before there is a requirement to resume duty before eight hours' rest is given shall be paid at double ordinary rates until relieved from duty for a period of eight hours.
- iii) The provisions of this clause do not apply to Security Officer Grade 5 and Multipurpose Supervisor Grade 5.

21. MIXED FUNCTIONS

- i) An employee engaged for at least four hours on any day or shift on duties carrying a higher rate than the employees ordinary classification shall be paid the higher rate for such day or shift.
- ii) Any employee who is required to perform work temporarily for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed; provided that any work of less than one week's duration shall be deemed to be temporary.
- iii) Cleaners who are required to act in the position of supervisor (Cleaner Grade 4) shall be remunerated at the following rates:
- a) If required to act in the position for less than 2 weeks the Cleaner will be paid an allowance of 50% of the difference between their own rate and the rate of a Cleaner Grade 4. This recognises that the full duties of the Cleaner Grade 4 are not being performed.
 - b) If required to act in the position for a period of 2 weeks or more the Cleaner will be paid an allowance of 100% of the difference between their own rate and the rate of the Cleaner Grade 4. This recognises that the full duties of the Cleaner Grade 4 are being performed.



22. PUBLIC HOLIDAYS

- i) The days on which the following holidays are observed shall be holidays under this agreement, namely, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State and the picnic day of the union which shall be held on the first Monday in August or such other day as shall be determined annually by the union and the appropriate representative of the Zoological Parks Board.

Provided that where a day, other than the first Monday in August each year, (or such other day as is determined) is observed either as a picnic day or as an additional day by the general body of employees in any establishment then such day may be substituted for the picnic day of the union as a holiday for any employees in that establishment entitled to such a picnic day or additional day as a holiday under this agreement.

- ii) Except as hereinafter provided:-
- (a) employees on weekly hiring shall be entitled to the above holidays without loss of pay; provided that a day worker (as defined) shall only be entitled to such holidays that occur on Monday to Friday inclusive.
 - (b) employees shall be paid at the rate of double time and one-half with a minimum payment of four hours at such rate for all time worked on the above holidays.
- iii) For the purposes of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of the employees working hours fall on the holiday, in which case all time worked shall be regarded as holiday work; provided that if the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the shift commenced.
- iv) (a) Where a holiday occurs on the rostered day off of a seven-day shift worked, other than a rostered day given pursuant to the provisions of Clauses 15, Implementation of 38-Hour Week, and 16, Rostered Days Off Duty and:-
- (1) such employee is not required to work on that day the employer shall pay such employee eight hours' ordinary pay in respect of such day;
 - (2) such employee is required to work on that day the employer shall pay such employee eight hours' ordinary pay in respect of such time and in addition at the rate of time and one-half for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.
- (b) The employer may, in lieu of the payment of eight hours; ordinary pay prescribed in paragraph 9a) of this subclause, add a day to the annual leave period.



- (c) Any day or days added in accordance with this subclause shall be the working day or working days immediately following the annual leave period to which the employee is entitled to under clause 17, Leave Conditions and Entitlements, of this agreement.
- (d) Where the employment of a seven-day shiftworker has been terminated and such employee thereby becomes entitled under section 4 of the Annual Holidays Act, 1944, to payment in lieu of an annual holiday, with respect to a period of employment, the employee shall be entitled also to an additional payment for each day accrued under this clause, at the appropriate ordinary rate of pay, if payment has not already been made in accordance with paragraph (a), of this subclause.

23. GENERAL CONDITIONS

- i) On construction work, the employer shall provide adequate shelter for the employees.
- ii) Multipurpose Operators, Security and Gatekeepers' Shelter. Where practicable, proper shelter shall be provided to protect an employee from the weather.
- iii) Accommodation for Meals: The employer shall allow employees to partake of their meals, crib breaks or tea breaks in a suitable place protected from the weather and every such employee shall be provided by the employer with adequate facilities for tea making and for heating food. The employer shall advise the employee of the accommodation available at a site prior to the commencement of work at that site.
- iv) Dressing Accommodation and Washing Time: Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided. Employees shall be allowed ten minutes, without deduction from their wages, immediately before the ordinary ceasing time for the purpose of washing and changing their clothes at the change rooms.
- v) Means of Exit: Provision shall be made for an exit for afternoon and night shift employees in case of necessity.
- vi) Protective Clothing - Wet Weather: An employee who is required to work in wet conditions, shall be supplied with suitable wet weather clothing including a waterproof coat or cape, waterproof hat, trousers and rubber boots. Such clothing shall remain the property of the employer.
- vii) Supply of Equipment: All equipment or tools necessary for employees to perform their work, including firearms, ammunition, gardening and cleaning equipment when required by the employer, shall be supplied by the employer subject to the provision of subclause (iv) Torches, of Clause 11, Additional Rates, of this Agreement.
- viii) An employee shall not carry firearms unless required to do so by the employer. Where an employee is so required they shall be provided and maintained in a reasonable condition by the employer who also shall pay the gun licence fee.



- ix) Where any employee is required by the employer to carry firearms, initial training in the use of such a firearm shall be provided, such time to be counted as time worked. Refresher courses shall be conducted at twelve-monthly intervals. Such courses to count as time worked.
- x) Where it is necessary for an employee to attend a court on the employer's or employer's client's behalf in connection with any matter arising out of or in connection with the employee's duties the time so occupied shall count as time worked and the employee shall be reimbursed for any reasonable expenses incurred in attending court.
- xi) An employee who is required to use their own vehicle in the course of their employment and such vehicle is at the request of the employer fitted with any additional equipment or identifying markings, then any time spent by the employee in the initial installation of equipment in their vehicle shall count as time worked, provided that such installation shall take place during ordinary business hours. Any further installation or replacement of equipment required by the employer to be done shall similarly be allowed as time worked. Where fitting of equipment or markings is required as a result of an employee changing vehicles, then such installation shall only be counted as time worked, if three years' service has elapsed since the initial installation.
- xii) Uniforms, protective clothing and other equipment supplied in accordance with this clause shall remain the property of the employer.
- xiii) If any employee is temporarily transferred from the usual place of employment they shall be treated in accordance with Attachment 1.
- xiv) Protective Clothing - Sunny Weather: An employee who is required to work in these conditions shall be supplied by the employer with suitable weather clothing including a wide brimmed sun hat, shorts and boots. Such clothing shall remain the property of the employer.
- xv) Safety Footwear: Safety footwear shall be supplied by the employer where such is required in the performance of duty.
- xvi) Work Materials: All materials for cleaning purposes, including soap and/or detergent, shall be supplied by the employer, including materials for washing up purposes. Such materials shall be kept in a suitable room on the premises separate from any meal or dressing accommodation.
- xvii) Personnel Protective Equipment:
- (a) Where employees are required to clean toilets or to use acids or other injurious substances they shall be supplied with personal protective equipment, which shall remain the property of the employer.
- (b) Where required employees shall be supplied by the employer with such equipment it shall be replaced when unserviceable.



24. DISPUTES PROCEDURE

It is the intention of the parties to this agreement to eliminate disputes which result in stoppages, bans or limitations, and it is agreed that the parties to this agreement shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.

- i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee and the employee's immediate supervisor.
- ii) If the matter is not resolved at this level, the matter will be further discussed between the affected employee, the union delegate and the supervisor or manager of the relevant section or department, and the employer's industrial representative shall be notified.
- iii) If no agreement is reached the union organiser and union delegate will discuss the matter with the employer's nominated industrial relations representative.
- iv) Whilst the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- v) Should the matter still not be resolved, either party may refer it to the relevant industrial tribunal which may exercise its functions under the Industrial Relations Act 1991.

25. LEAVE RESERVED

Leave is reserved for the parties as follows:

- i) The Board may raise the matter of the abolition of the 10% loading for part time work.
- ii) The union may raise the matter of the wage rate of Multipurpose Operators.



25. TERM OF AGREEMENT

This agreement shall operate from 27 September 1997 and shall remain in force for a period of three years unless varied or terminated earlier by the provisions of the Industrial Relations Act, 1996.

For and on the behalf of the
ZOOLOGICAL PARKS BOARD OF
NEW SOUTH WALES

Signature Hunter Banks

Printed Name Hunter Banks

Witness M. Lelan

Date 15 January 1998



For and on behalf of the
AUSTRALIAN LIQUOR, HOSPITALITY
& MISCELLANEOUS WORKERS UNION,
MISCELLANEOUS WORKERS DIVISION,
NEW SOUTH WALES BRANCH

Signature A Owens

Printed Name Annie Owens

Witness Sam Taylor

Date 22 December 1997



Attachment 1

PUBLIC SERVICE OF NSW PERSONNEL HANDBOOK

The following table prescribes the clauses of the Handbook that have been adopted for employees in Cleaning, Multipurpose Operations and Security at Taronga Zoo.

<u>SECTION</u>	<u>ADOPTED</u>
Division 1	
Part 1	
1 Recruitment and Employment	Used as a guide
2 Appointments	Used as a guide
Part 2	
1 Industrial Matters	No
2 Salary Administration	Used as a guide
3 Separations from Service	Used as a guide
4 Private Employment	No
5 Provision of Taxis	No
6 Classification & Grading	No
7 Leave Administration	Used as a guide
8 Proclaimed Local Holidays	Used as a guide
9 Federal State Elections	Used as a guide
10 Holy Days Essential Religious Duties	Used as a guide
11 Concessional Leave	No
12 Natural Emergencies & Major Transport Disruptions	Used as a guide
13 Serving Terms of Imprisonment	Used as a guide
14 Workers Compensation	Used as a guide
15 Loss or Damage to Private Property	Used as a guide
16 Staff Records Administration	Used as a guide



Division 2
Part 1
Awards and Agreements

C.E. (Transferred Officers Compensation	Yes
C.E. (Transferred Officers Excess Rent Assistance) Agreement	Yes
C.E. (Travelling Compensation) Award	Yes
C.E. (Overtime) Award	Yes - only where agreement silent
C.E. (Holidays) Award	No
Flexible Working House Agreement	No
Annual Leave and Compensation for Saturdays, Sundays and Public Holidays Agreement	Yes - Part A of Agreement

Part 2
Allowances

1 Camping Allowance	Yes
2 Composite Allowance	
3 Cost of Travel To and From Work	Used as a guide
4 First Aid Allowance	Yes
5 Forage Allowance	No
6 Higher Duties Allowance	Yes
7 Motor Vehicle Allowances	Yes
8 Overseas Travelling Allowances	Yes
9 Remote Areas Allowances	Yes
10 Travelling/Meal Allowances - Attendance at Examinations	Used as a guide
11 Semi-Official Telephone Subsidy	No
12 Community Language Allowance Scheme	No

13 Allowance For Use of Room at Home as an Office

Used as a guide

Part 2
Determinations - Hours of Duty

1 Hours of Duty

No

2 Attendance

No

Part 2
Determinations - Leave

1 Adoption Leave

Yes

2 Extended Leave

Yes

3 Leave Without Pay

Used as a guide (may not allow part time arrangements due to 10% loading)

4 Maternity Leave

Yes (may not allow part time arrangements due to 10% loading)

5 Military Leave

Yes

6 Parental Leave

Yes (may not allow part time arrangements due to 10% loading)

7 Recreational Leave and Annual Leave Loading

Used as a guide

8 Short Leave

Used as a guide

9 Sick Leave

Quantum - yes
Policy - no see attachment 2

10 Special Leave

Used as a guide

11 Study Leave and Study Time

Yes

12 Trade Union Activities & Employee Representation

Used as a guide

Division 3

Part 1 - Code of Conduct

1 NSW Public Sector Code of Conduct

No, see attachment 3

Part 2

1 Discipline Guidelines

No, see attachment 3

2 The Discipline Process

No, see attachment 3



- 3 Punishment No, see attachment 3
- 4 Conduct and Discipline - Related Matters No, see attachment 3
- 5 Procedures No, see attachment 3
- 6 Appeal Procedures No
- 7 Flow Charts No
- 8 Pro Forma Document No



Registered
Enterprise Agreement
Industrial Registrar

TO: ALL SUPERVISORS
 FROM: DIRECTOR & CHIEF EXECUTIVE
 SUBJECT: SUPERVISION OF SICK LEAVE - A Guideline for Supervisors
 DATE: 17TH JULY, 1991

The Zoological Parks Board is responsible for the health and well-being of its staff and the efficient and effective operation of both Taronga and Western Plains Zoo as a whole. In an effort to fulfill this responsibility the control of excessive sick leave is essential.

Supervision of sick leave is the responsibility of every Supervisor, and staff should be made aware that sick leave is not a right but a grant approved in times of illness when they are unable to perform their duties. This helps to protect the health of staff, their fellow workers and the public.

The following procedural guidelines are to be implemented immediately. Supervisors in consultation with the Personnel Section, should be guided by the following sick leave policy and procedures.

- 1.(a) It is essential that all leave records are kept and maintained to provide for regular reviews of sick leave of all employees.
 - (b) An employee unable to attend work through illness must contact their Divisional Supervisor as soon as practical and by telephone if possible. On return to work a formal application for sick leave must be submitted as soon as possible (refer Attachment A) and shall include details of the nature of the illness, unless excluded on privacy grounds which is supported by their Supervisor.
 - (c) Any absence on sick leave for a period of three (3) days or more, inclusive of weekends and rostered days off, must be supported by a medical certificate.
 - (d) Any employee who has had over six (6) separate short absences in any twelve (12) month period will be considered to have an unsatisfactory sick leave record, and will be warned in writing by the Personnel Section that a sustained improvement is required in his/her attendance record.
2. As each attendance record is unique, there may be circumstances where the issue of such a warning is not warranted. Circumstances which may not justify the issue of a warning would involve:-
- (a) An attendance record for the whole of a persons career may be considered satisfactory, therefore it would be necessary to make an assessment as to whether the recent absences were:-
 - (i) as a result of abnormal sick leave, or
 (then the issue of a warning letter may not be warranted, but an interview with the employee may be preferable).
 - (ii) the commencement of an undesirable trend.
 (then the employees attendance record should be kept under review to assess whether their attendance improves).

(b)

Chronic Illnesses. Where a person has a chronic illness supported by medical certificates, it may be desirable for the person to be interviewed about their attendance record rather than issue a formal warning. Where the absences are frequent and over a prolonged period, the employees fitness to perform the duties of their position may require an assessment. These assessments will be undertaken by the Zoological Parks Board nominated, accredited, Rehabilitation Provider, M.B.F.

3. Where an employee has had over six (6) short absences on sick leave, and is assessed as having an unsatisfactory sick leave record, the following procedures should be applied:-

(a) Personnel will issue a warning in writing stating that the persons sick leave record is unsatisfactory and their attendance record will be reviewed in three (3) months time to assess if their record has improved.

A copy of this letter will be sent to their appropriate Supervisor and another copy placed on their Personal File (refer Attachment B).

(b) (i) If after three (3) months it is obvious that their attendance record has improved, the attendance record will revert to the normal reviews generally applied.

(ii) If after three (3) months there is no improvement, the appropriate Supervisor will interview the person and request that all further absences be supported by a medical certificate for a period of six (6) months (refer Attachment C). The Supervisor (in consultation with the Personnel Manager) may consider that due to special circumstances, such a requirement is not warranted.

(c) (i) If after this further period of six (6) months their attendance record shows a sustained improvement, the medical certificate requirement will be withdrawn in writing.

(ii) Where an employee does not show an improvement in their attendance record after the six (6) month period then further disciplinary action will be taken as deemed suitable by the Zoo.

4. In the case of an employee with less than twelve (12) months employment, more than three (3) separate absences in the first three (3) months could be classed as unsatisfactory and the person should be warned very early if it seems that an undesirable attendance record is emerging. There is no objection to such persons being required to produce medical certificates in support of all sick leave absences.

5. All sick leave absences before or after rostered days off, weekends and/or public holidays should be closely monitored. In these situations a medical certificate may be required (refer 1 (c)).

Dr. J. D. Kelly
Director & Chief Executive

Date

Mr.J. Smith
Personnel
Taronga Zoo

Dear John,

I refer to my previous warning dated/.../.. and your recent interview with..... regarding your unsatisfactory sick leave record.

In confirmation of the advice provided to you at that interview, it will now be necessary for you to produce medical certificates for all further absences on sick leave until further notice. Failure to produce a medical certificate for a sick leave absence will result in a debit against your recreation leave or the imposition of leave without pay.

The Zoo regards an unsatisfactory sick leave record as a serious matter and will consider firm disciplinary action if there is no immediate and sustained improvement.

Yours faithfully,



Karen Edwards
Personnel Manager

c.c.:Supervisor
Payroll
Personal File

29th October, 1992

Mr. A. Parker
C/-Cabin Ride
Taronga Zoo



Dear Anthony,

A review of your sick leave record has shown that you have been absent on sick leave on 9 separate occasions during the past 12 months.

This record is considered unsatisfactory and as a result your attendance record will be closely reviewed over the next 3 months. If there is no sustained improvement you will be required to produce a medical certificate for all future sick leave absences.

It is appreciated that employees can have recurring illnesses of short durations and if your medical history is one which involves this aspect you are invited to discuss this matter with your immediate Supervisor or the Personnel Manager.

Yours faithfully,

Michelle Plath
Personnel Manager

c.c.: Supervisor
Personal File

29th October, 1992

Dear John,

I refer to my previous warning dated/.. and your recent interview with..... regarding your unsatisfactory sick leave record.

In confirmation of the advice provided to you at that interview, it will now be necessary for you to produce medical certificates for all further absences on sick leave until further notice. Failure to produce a medical certificate for a sick leave absence will result in a debit against your recreation leave or the imposition of leave without pay.

The Zoo regards an unsatisfactory sick leave record as a serious matter and will consider firm disciplinary action if there is no immediate and sustained improvement.

Yours faithfully,

Karen Edwards
Personnel Manager

c.c.: Supervisor
Payroll
Personal File



ZOOLOGICAL PARKS BOARD OF N.S.W.

DISCIPLINARY PROCEDURES



1. OVERVIEW

It is generally accepted that discipline in the workplace is a means of enabling management to maintain the standards of conduct and work performance required to preserve the good name of the organisation and its efficiency. Discipline, however is not the only tool available to management for this purpose. Other processes such as supervision, counselling, the Board's Employee Assistance Program, training, staff development and staff rotation may be more appropriate than disciplinary action. Except in the most serious cases, it is generally recognised that discipline is a last resort.

Although various kinds of action form part of any discipline process, discipline in the workplace is not about 'punishment'. Any penalty imposed as part of some disciplinary action is a means to an end and not an end in itself.

The main aim of disciplinary action is to ensure effective administration rather than to punish an employee. As far as possible, the emphasis should be corrective - i.e. the aim should be to improve the employee's performance, except in the most serious cases where it would not be suitable for an employee to continue their employment.

If disciplinary action is appropriate, it should be taken without delay. It is in the interests of management and the employee concerned to have the matter resolved as soon as possible. Any unreasonable delay could imply management's condonation of the alleged breach.

Work Relevance

These guidelines are concerned basically with conduct in an employee's official capacity. Thus, generally speaking, what an employee does outside the workplace in his or her own time should be of no concern to management. However, where any conduct impinges upon the ability of an employee to perform his or her duties or it adversely affects the reputation of the Board, then management should take disciplinary action in relation to such conduct.

Fairness and Proper Procedures

Consistency of approach is necessary if disciplinary action is to be seen as fair. Slackness in enforcing a rule may weaken any subsequent attempt to do so by appearing to make an example of a particular employee against whom action is taken. Therefore, if minor breaches have been tolerated for a long time, sudden action to enforce the rules against a particular employee may seem unfair. It is preferable to counsel the employee and warn all other staff that in future the rules will be strictly adhered to. It is important that employees should be treated both fairly and equally and the proper procedures should be followed.

To ensure fairness and consistency in procedures the following action needs to be taken:

- * a person against whom an adverse decision may be made should be informed as fully as possible of anything alleged against them;
- * wherever possible, a person should have an opportunity to put forward their case, whether at an oral hearing or in writing;
- * all parties should be heard and all relevant submissions considered;
- * the person who lays the charge should not conduct the inquiry into the matter; and
- * the decision maker must act fairly and without bias.

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Each Case Determined on It's Merits

Each case must be treated on its merits and the form of action taken should be tailored to the individual case. Even-handed treatment does not necessarily mean identical treatment. The same charge against two employees will not necessarily lead to the same penalty. The circumstances of the two incidents may be different. For these reasons, it is not possible nor desirable to establish a standard punishment for particular offence.

In deciding what action is necessary the decision maker should take care to weigh all the relevant considerations and not to be influenced by irrelevant factors. Any disciplinary action should be based on the charge(s) proven alone.

2. THE DISCIPLINE PROCESS

Disciplinary action is frequently initiated by supervisors who are in the best position to observe whether acceptable standards of performance and conduct are being met in the workplace. Should an employee fail to observe such standards prompt and decisive action should be taken under these guidelines, where circumstances require.

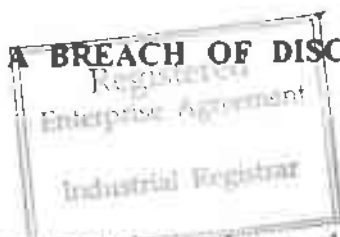
i) WHEN CAN DISCIPLINARY ACTION BE TAKEN ?

An employee is guilty of a breach of discipline if he or she:-

- * engages in any misconduct;
- * consumes or uses alcohol or drugs to excess, which effects the performance of duty;
- * intentionally disobeys, or intentionally disregards, any lawful order made or given by a person having authority to make or give the order;

- is negligent, careless, inefficient or incompetent in the discharge of their duties; or
- engages in any disgraceful or improper conduct, which may bring disrepute to the Zoos.

ii) WHAT SUPERVISORS ARE TO DO WHEN A BREACH OF DISCIPLINE OCCURS



Preliminary Interview

In potential or minor disciplinary cases a supervisor may need to take up the matter informally with the employee concerned. The supervisor should investigate the facts, if necessary, and discuss the matter with the employee in private. At the beginning of the discussion the supervisor should outline the aspects of the employees conduct which are of concern and explore the reasons and possible solutions with the person.

If the discussion itself has been sufficient no further action is necessary, beyond making a record of the discussion in a diary and ongoing monitoring of the employee's conduct.

At this point there should be an agreement as to the expected future behaviour of the employee. No further action will be required unless the employee fails to maintain this performance level.

Disciplinary Interview -

First Incident Occurs

If an employees behaviour does not improve or where a serious incident occurs the supervisor will need to get to the cause of the problem by asking for a written explanation and/or interviewing the employee.

At this point the supervisor, in liaison with the line manager, may need to formally counsel the employee and issue a warning. The warning should be in writing to the effect that any repetition of the misconduct may result in the employee being charged with a breach of discipline.

The supervisor should prepare a report on the incident and invite the employee to write an answering comment on the report and to sign it as acknowledgment of having read it. If the person refuses to read or sign the report, the supervisor should write a note to that effect along with the date and time of this occurring. The submission should be sent to the Personnel Manager via their line manager for inclusion on the employees personal file.

Second Incident Occurs

If an employees behaviour still has not improved and they have ignored the previous warning then a disciplinary interview should be conducted by the line manager.

It should be noted that the disciplinary functions up to this point are intended to be a line management responsibility however, the Personnel Manager should be consulted for advice and assistance throughout the disciplinary process.

iii) WHAT IS A DISCIPLINARY INTERVIEW ?

A disciplinary interview is a fact finding interview conducted with an employee against whom there is a likelihood of disciplinary action being taken. The purpose of the interview is to ascertain the employee's version of any alleged fact and to hear any explanation or mitigating circumstances from the employee. The disciplinary interview is to be used to assist in deciding whether or not to recommend that disciplinary action be taken.

iv) PROCEDURES FOR DISCIPLINARY INTERVIEWS

An employee who is called for a disciplinary interview must be given at least 24 hours notice in writing. The letter must indicate the nature and purpose of the interview and advise the employee that they may have an observer present. Copies of any documentation or other material which is intended to be used in the interview must also be included.

The disciplinary interview is to be conducted by no more than two persons. The interview is to be conducted with impartiality and only questions relevant to the matter are to be asked.

At commencement of the interview the employee should be advised that the interview will be recorded (see notes under Documentation). The interviewee should then begin by stating the purpose of the interview and explain how the interview will be conducted.

During the interview the person conducting the interview should avoid using an accusatory or intimidatory tone or making comments about the answers given. They should invite the employee to comment on any relevant issue and to give their version of events.

At the close of the interview the interviewee should advise the employee when a decision is likely to be made and when a copy of the interview will be made available.

As soon as possible after the interview, the record of interview should be prepared and given to the employee to read and sign. A recommendation together with the record of interview and any other relevant papers should then be submitted through the Personnel Manager to the Director.

v) DOCUMENTATION

It is desirable to keep a record of all interviews held, but this is particularly important in the case of a disciplinary interview. The record is important as it is evidence that the interview took place and who was party to it. The record indicates the employees conduct or work performance is under review and the action that has been taken.

It is important that the person is told at the beginning of the interview that a record will be

kept.



The record of interview should include the following:-

- * the name of the person interviewed;
- * the name and position of the person undertaking the interview;
- * the time, date and place of the interview;
- * the reason for the interview;
- * any agreed outcome or action decided upon; and
- * copies of any relevant documents including written explanations.

Records of interview should not set down unnecessary details. The use of broad descriptions of personality eg. 'lazy', without specific supporting details should be avoided. Similarly psychological or other technical terms, eg. 'neurotic', used without supportive evidence should also be avoided.

Disciplinary interviews should be recorded but only with the knowledge of the person being interviewed. Wherever possible, interviews should be recorded verbatim by a stenographer. Only in special circumstances, where a stenographer is not available should a tape recorder be used. If the person being interviewed not consent to the use of a tape recorder every effort should be made to record the interview to the best of the interviewing persons ability.

The person interviewed is to be requested to read and sign a copy of the record of the interview, but should they refuse to do so no action should be taken other than to record the request and the refusal. One copy should be given to the employee and the original sent to the Personnel Manager for action and/or placement on the employee's personal file. If there is a disagreement with part of the record it should be amended, if the person who conducted the interview agrees. If not, a record of the employee's disagreements should be added.

vi) GENERAL COMMENTS

It is not necessary for every alleged breach of discipline to be processed through all of the above steps before any disciplinary action is possible. For example, where a supervisor believes an incident to be extremely serious, they may report the matter to their line manager or the Personnel Manager immediately, without seeking a written explanation or interviewing the employee. If a supervisor is unsure about the appropriate action, they should seek advice from the Personnel Manager.

vii) AVENUE OF APPEAL

If at any time the staff member believes that they have been unfairly treated or disadvantaged, they may lodge a claim through the Grievance process.

viii) SERIOUS BREACHES OF DISCIPLINE

The Director and CEO or the Deputy Director may dismiss immediately if a breach of discipline is considered so serious as to require such action. In such cases normal disciplinary interview process may be dispensed with.

ix) DISMISSAL

In accordance with the delegation of authority by Director by the Zoological Parks Board, the Director or Deputy Director may dismiss an employee for a serious breach of conduct/discipline.

