

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/199

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

I.R.C. NO: IRC01/3553

DATE APPROVED/COMMENCEMENT: 5 June 2001/1 January 2000

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA98/70

GAZETTAL REFERENCE: 13 July 2001

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COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged at Taronga and Western Plains Zoos who are employed as cleaners, gate keepers, multipurpose operators and security officers

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 for the cleaning, multipurpose operations and security staff at Taronga and Western Plains Zoo.
- iii) The parties agree to terminate Enterprise Agreement No. 70 of 1998 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

- responsibility for the distribution and maintenance of toilet and other requisites and cleaning materials in buildings or establishments, and/or
 - 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 - Leading Hand** - means an employee nominated by the manager of the Cleaning Department, who in addition to the duties of level 2 and level 3, is responsible for assisting the cleaning supervisor/s in general supervision of the cleaning duties of employees at the Grade 1, 2 and 3 level..
- vii) **Cleaner Grade 5 - Supervisor** - 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.
- viii) **Day** - means the period from midnight to midnight.
- ix) **Day Shift** - means any shift commencing at or after 6.30am and finishing at or before 6.00pm.
- x) **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).
- xi) **Early Morning Shift** - means any shift commencing at or after 5.00am and before 6.30am.
- xii) **Employer** shall be the Zoological Parks Board of NSW.
- xiii) **Gatekeeper** means an employee stationed at an entrance and/or exit whose principal duties include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property. This includes checking of 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. The gatekeeper may also have other duties to perform that may include an area or door attendant or commissionaire in a commercial building.
- xiv) **Multipurpose Operator Grade 1** means an employee (on probation) whose presence is required in and about the Zoo cable car operation to assist with ensuring the good order and convenient use of the cable cars. Duties may include the receiving of money and issuing of receipts for the cable car

operations. .

- xv) **Multipurpose Operator Grade 2** - means an employee whose presence is required in and about the Zoo cable car operation to assist with ensuring the good order and convenient use of the cable cars. Duties may include the receiving of money and issuing of receipts for the cable car operations. .
- xvi) **Multipurpose Operator - Team Leader Grade 3** - means an employee who performs all duties required of a Grade 2 and in addition provides advice to the Cabin Ride Supervisor as required and fully instructs Grade 1 operators in the safe operation and workings of the cabin ride. This position supervises the work performance of operators and provides advice to them as required.
- xvii) **Multipurpose Supervisor - 2IC Grade 4** - assumes responsibilities as 2IC to Manager in the operations of cabin ride functions. Acts as Manager when required.
- xviii) **Multipurpose Supervisor - Cabin Ride, Manager Grade 5** - has the overall responsibility for the Aerial Safari, reporting to the General Manager . The employee is fully conversant with the operations of the Aerial Safari and is responsible for supervision and direction of multipurpose operators Grades 1 to 4. Liaises with other departments and management concerning area of responsibility and oversees the rosters of multipurpose operators.
- xix) **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.
- xx) **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.
- xxi) **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).
- xxii) **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 a Security Industry Certificate, and appropriate security licence.
- xxiii) **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.

xxiv) **Security Officer Grade 3 -Senior Security Officer**

- 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.

xxv) **Security Officer Grade 4 - Assistant Security Manager**

- 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 inquiries 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.

xxvi) **Security Officer 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.

xxvii) **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.

xxviii) - **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).

- xxix) **Union** - means The Australian Liquor, Hospitality & Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch.
- xxx) **Weekly Employee** - means an employee engaged and paid by the week or fortnight

6. FLEXIBLE WORK PRACTICES

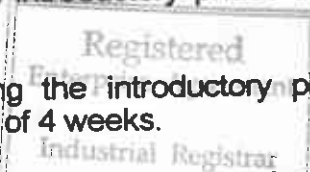
- i) All employees shall perform all work within their skill, competence and training including work which is incidental or peripheral to their main task or function. The Zoo may so direct an employee provided that such duties are not designed to promote deskilling.
- ii) The Zoo may direct an employee 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 Cabin Ride 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 wage increases contained in Clause 9 Wages. A Memorandum of Understanding to support the agreement has been entered into by the parties which outlines agreed strategies to facilitate further efficiencies at both the sector-wide and enterprise level and includes a commitment by the parties to work together to achieve workplace reform within the Zoo.

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 clearly display at some place accessible to the employees, 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. 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. 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 respectively from the point of collection and the point of return.

- 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. In this instance the 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 phase 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 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. 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 Managing Director, 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

a) i) Weekly Employees: The minimum rate of pay for each classification, shall be as from the first full pay period as set out in Table 1.

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. The time for payment 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 receive the same remuneration 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 they 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 Schedule 1 of the Occupational Health and Safety (First-Aid) Regulation 1989 of the Occupational Health & Safety Act 1983.

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 set out at Item 1 of Table 2. Casual employees shall be paid an additional amount of set out at Item 1 of Table 2.

- ii) Security Licence: Where an employee is required to hold a Class 1 licence pursuant to the provisions of the Security Industry Act 1997, the employee shall have the cost of such licence fee (and application fee) reimbursed by the employer on production of the original receipt issued by the Roads and Traffic Authority (RTA).

However should the employment relationship end during the life of the licence, the employee shall have deducted from their final payments the pro rata value of the licence fee for the years of licence remaining. The calculation will be made in

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term of whole years (not parts thereof) and will include the licence and application fee.

- iii) Gun Allowance: Where any employee is required by the employer to carry a firearm the employee shall be paid an additional allowance set out at Item 2 of Table 2 with a maximum payment set out at Item 2 of Table 2.
- 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 their own torch then an allowance set out at Item 3 of Table 2 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 maintained by the employer. If the vehicle is supplied by the employee, they shall be reimbursed each week at a rate set out at Item 4 of Table 2 for each shift worked plus the cost of fuel used on the employer's business. An employee providing a bicycle for use for business purposes shall be paid at a rate set out at Item 4 of Table 2 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. A laundry allowance as set out at Item 5 of Table 2 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: As set out at Item 6 of Table 2.
- viii) Multi-Purpose Machine Allowance: As set out at Item 7 of Table 2 (This allowance is for using a cleaning machine)
- ix) Toilet Allowance: As set out at Item 8 of Table 2.
- x) Driver Allowance: As set out at Item 9 of Table 2. This is payable to Grade 1 and Grade 2 multipurpose operators who are designated as driver on any given shift.
- xi) Overtime Meal allowance As set out at Item 10 of Table 2.
- 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 as set out at Item 11 of Table 2.

12. Leave Conditions and Entitlements

The schedule at attachment 1 prescribes the conditions of employment that are derived from the NSW Public Service Personnel Handbook. The conditions shall be those that are current as at 31 May 2001.

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) (i) 76 hours within a roster cycle not exceeding fourteen consecutive days;
- (ii) 114 hours within a roster cycle not exceeding twenty-one consecutive days;
- (iii) 152 hours within a roster cycle not exceeding twenty-eight consecutive days.

The 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.

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 that provides 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.

- (i) 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.

- (ii) 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.

- (iii). Arrangements 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.

- (iv) 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.
- (v) 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. The starting time for each day may commence thirty minutes earlier than the starting time provided by this subclause, or the daily ceasing time may be extended by thirty minutes. 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 after 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 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:

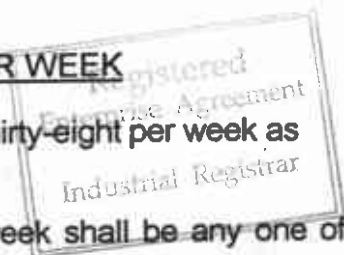
(a) 19 Day Month:

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.

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. 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.
- (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 their rostered day off for another day.
- (e) In the event that an employee is rostered off duty on a day which coincides with pay day, they 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. 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

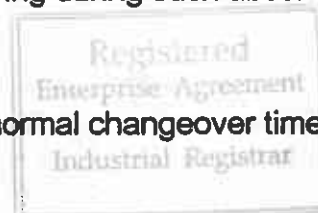
- i) For all work done outside ordinary hours the rates of pay shall be time and one-half for the first two hours and double time thereafter. In computing overtime each day's work shall stand alone.

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. 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) 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. 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. Where the employer requires the employee to resume duty before eight hours' rest is given, the employee 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

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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.

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. 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, the following provisions shall apply:-

- (1) if the 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) if the employee is required to work on that day, the employer shall pay such employee eight hours' ordinary pay in respect of such time plus 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 employee's 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 shift worker 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. This provision applies if payment has not already been made in accordance with paragraph (v)(a) of this subclause.

23. GENERAL CONDITIONS

- i) **Construction Work.** 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. Employees 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 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 deemed necessary by the employer for employees to undertake their duties, including firearms, ammunition, gardening and cleaning equipment, shall be supplied by the employer subject to the provision of subclause (iv) Torches, of Clause 11,

Additional Rates, of this Agreement.

- viii) **Firearms.** 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) **Training in use of Firearms.** 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) **Expenses for Attendance at Court.** 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) **Use of private motor vehicle.** For an employee who is required to use their own vehicle in the course of their employment, where the employer requests that such vehicle be 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. This provision applies where installation takes 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.** Where these are provided in accordance with this clause, all such articles shall remain the property of the employer.
- xiii) **Transfer.** 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) **Personal Protective Equipment:**
- (a) Where employees are required to clean toilets or to use acids or other

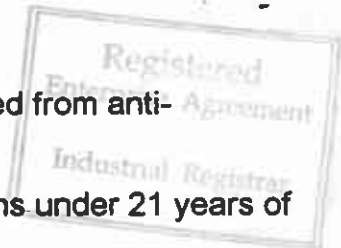
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injurious substances they shall be supplied with personal protective equipment, which shall remain the property of the employer.

- (b) Where personal protective equipment is needed as a requirement for work undertaken, equipment that becomes unserviceable will be replaced by the employer when deemed necessary.

24. ANTI-DISCRIMINATION

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



25. CARER'S LEAVE

- (i) The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and is referred to as the "person concerned" and is:
- (a) a spouse of the employee; or

- (b) a de facto spouse, who in relation to the employee is a person of the opposite sex to the employee as the husband or wife of that person on a bona fide domestic basis although not legally married to the employee; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial); a 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 person 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:
 'relative' means a person related by blood, marriage or affinity;
 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 'household' means a family group living in the same domestic dwelling.
- (ii) Use of sick leave to care for a sick dependant - entitlement
- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined as above.
 - (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
 - (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
 - (d) In special circumstances, the Zoo may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 25.2 (c).
 - (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
 - (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
 - (g) Wherever practicable, the employee shall give the Zoo prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give

reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Manager, Technical Services beforehand, notification should be given by telephone at the first opportunity on the day of absence.

- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

(iii) **Time Off in Lieu of Payment for Overtime**

- (a) 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 12 months of the said election.
- (b) 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.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with Clause 13 of the agreement.

(iv) **Make-up Time**

An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours as provided in Clause 13 Hours at the ordinary rate of pay.

26. DISPUTES PROCEDURE

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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.

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 the matter to the New South Wales Industrial Relations Commission.

27. 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.

28. TERM OF AGREEMENT

This agreement shall operate from 1 January 2000 and shall remain in force until 31 December 2001 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 

Printed Name GLENN SMITH

Witness 

Date 25/5/01

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

Signature 

Printed Name A OWENS

Witness 

Date 24 May 2001



TABLE 1 - RATES OF PAY

Classification	As at 1/1/99 \$ per week	As at 1/1/00 \$ per week	As at 1/1/01 \$ per week
Gate Keeper	511.50	521.70	532.20
Security Officer Grade 1	511.50	521.70	532.20
Security Officer Grade 2	527.90	538.50	549.20
Security Officer Grade 3	546.20	557.20	568.30
Security Officer Grade 4	575.80	587.30	599.10
Security Officer Grade 5	854.90	872.00	889.40
Multipurpose Operator Grade 1	453.40	462.50	471.70
Multipurpose Operator Grade 2	471.20	480.60	490.20
Multipurpose Operator Grade 3	506.50	516.60	527.00
Multipurpose Operator Grade 4	575.80	587.30	599.00
Multipurpose Operator Grade 5	839.60	856.40	873.50
Cleaner Grade 1	457.70	466.90	476.20
Cleaner Grade 2	511.50	521.70	532.10
Cleaner Grade 3	527.90	538.50	549.30
Cleaner Grade 4	551.70	562.70	574.00
Cleaner Grade 5	575.80	587.30	599.00



TABLE 2 - ALLOWANCES

Item No.	Allowance	Rate
1	First Aid	\$9.50 pw \$1.90 per shift
2	Gun Allowance	\$1.45 per shift \$7.25 pw maximum
3	Torches	54c per shift
4	Locomotion Bicycle	\$19.10 per shift \$1.91
5	Uniforms	\$1.10
6	Refuse Allowance	\$13.20 pw 65c per hr
7	Multi-purpose machine allowance	\$1.60 per shift
8	Toilet Allowance	\$6.60 pw \$1.30 per shift
9	Driver Allowance	\$4.10 per shift
10	Meal Allowance	\$17.90
11	Disability	\$15.50 pw

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Attachment 1

PUBLIC SERVICE OF NSW PERSONNEL HANDBOOK

The following table prescribes the public service policies and provisions of relevant industrial instruments set out in the Handbook that have been adopted for employees in Cleaning, Multipurpose Operations and Security at Taronga Zoo.

SECTION**ADOPTED****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

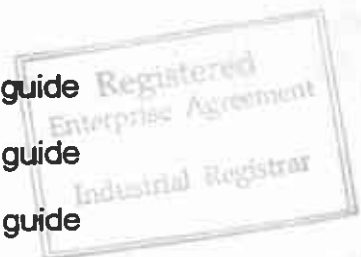
Used as a guide

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) Award | Yes |
| C.E. (Transferred Officers Excess Rent Assistance) Agreement | Yes |
| C.E. (Public Service Conditions of Employment 1997) Award in respect of travelling compensation. | Yes |
| C.E. (Public Service Conditions of Employment 1997) Award in respect of overtime | Yes - only where agreement silent |
| C.E. (Public Service Conditions of Employment 1997) Award in respect of holidays | No |
| C.E. (Public Service Conditions of Employment 1997) Award in respect of flexible working hours | No |
| Annual Leave and Compensation for Saturdays, Sundays and Public Holidays Agreement | Yes - Part A of Agreement |

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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 | Replaced by Carer's Leave |
| 9 | Sick Leave | Quantum - yes |
| 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 2 |
|---|-----------------------------------|----------------------|

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 |

