

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/201

TITLE: Works and Trades Employees, Taronga Zoo - Zoological Parks Board of NSW 2000

I.R.C. NO: IRC01/3434

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

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**NEW AGREEMENT OR
VARIATION:** New: Replaces 98/201

GAZETTAL REFERENCE: 13 July 2001

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged in the Works and Trades Section of Taronga Zoo who were employed as Tradespersons, Apprentice Tradespersons, Labourers and Drivers

PARTIES: Zoological Parks Board of New South Wales -&- Construction Forestry Mining and Energy Union Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales, Transport Workers' Union of Australia, New South Wales Branch,



ENTERPRISE AGREEMENT

WORKS AND TRADES EMPLOYEES, TARONGA ZOO - ZOOLOGICAL PARKS BOARD OF NSW 2000

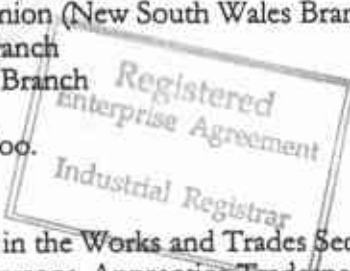
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1. Title
This agreement shall be known as the Works and Trades Employees, Taronga Zoo - Zoological Parks Board of NSW Enterprise Agreement 2001..

1. Title
This agreement shall be known as the Works and Trades Employees, Taronga Zoo - Zoological Parks Board of NSW Enterprise Agreement 2000.

2. Parties to the Agreement
An enterprise agreement, made pursuant to 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 Workers Union, New South Wales
 - New South Wales Plumbers and Gasfitters Employees Union
 - Construction, Forestry, Mining and Energy Union (New South Wales Branch)
 - Electrical Trades Union of Australia, NSW Branch
 - Transport Workers Union of Australia, NSW Branch
 covering the Works and Trades Section of Taronga Zoo.
 

3. Coverage
 - 3.1 This agreement shall only apply to employees in the Works and Trades Section of Taronga Zoo who were employed as Tradespersons, Apprentice Tradespersons, Labourers and Drivers. These are now known as the Trades Group and the Works Group.

 - 3.2 This agreement shall regulate the terms and conditions of employment previously regulated by:
 - i) Works and Trades Employees, Taronga Zoo - Zoological Parks Board of NSW Enterprise Agreement 1997 EA No.
 - ii) Crown Employees (Skilled Trades) Award
 - iii) General Construction and Maintenance, Civil and Mechanical Engineering & C (State) Award
 - iv) Transport Industry (State) Award

 - 3.3 This agreement will over-ride the abovementioned instruments at points (ii)-(iv) where there is any inconsistency. Where this agreement is silent, the provisions in the appropriate Industrial Instrument mentioned above in points (ii)-(iv) will apply.

4. Declaration
The parties declare that this Agreement:
 - i) is not contrary to the public interest
 - ii) is not unfair, harsh or unconscionable
 - iii) was not entered into under duress
 - iv) is in the interests of the parties.

5. Aim
The aim of this agreement is to maintain the productive, co-operative and harmonious workplace in the Works and Trades Section of Taronga Zoo. It also aims to provide training and development opportunities, improved flexibility of jobs and duties and a safe work environment.

6. Savings Clause
No employee shall suffer a reduction to their current rate of pay or overall conditions of employment as a result of the implementation of this Agreement.

7. Contract of Employment

- 7.1 Employees under this agreement shall be engaged as full-time or part-time and their employment may be either permanent or temporary.
- 7.2 Wages shall be paid fortnightly and paid directly into a bank or other account. Employees shall be issued with a pay advice docket.
- 7.3
- i) This sub-clause applies where the parent award prescribes additional payments to staff affected by late or delayed payment of wages.
 - ii) Such additional payments referred to in (i) above shall not apply where the delay in payment is the responsibility of banks or financial institutions.
 - iii) When Public Holiday(s) occur in the lead up to pay day, payment of additional monies such as overtime, periodic allowances etc may be paid in the following pay period. This arises from the need to process the payroll in advance of the normal timeframe.
- 7.3 Temporary employment differs from permanent employment in that the period of employment is not permanent. Some indication of the period of employment would be given at the outset of employment but not necessarily a definite fixed period. Employment may be terminated by one week's notice by either party. (The Zoo's Disciplinary Procedures (copy at Attachment 3) will serve as a guide in dealing with unsatisfactory behaviour.)
- 7.4 Employees engaged as permanent employees without any previous service may be engaged for a probationary period of six months. During this period employment may be terminated with one week's notice. (The Zoo's Disciplinary Procedures (copy at Attachment 3) will serve as a guide in dealing with unsatisfactory behaviour.)
- 7.5 The terms and conditions of part-time work will be based on a pro-rata of the entitlements of a full time employee. The hourly rate will be calculated as the appropriate weekly wage defined in clause 9 of this agreement, divided by 38.
- 7.6 The number of hours per week to be worked by a part-time employee shall be mutually agreed between the employee concerned and the employer provided that the minimum number of hours worked shall be eight hours per week.
- 7.7 Nothing in this agreement shall affect the right of the employer to dismiss an employee in accordance with the Zoo's Disciplinary Procedures (copy at Attachment 3).
- 7.8 Employees will not be paid for any unauthorised absences.
- 7.9 The Vocational Training Order made under section 22 of the Industrial and Commercial Training Act 1989 will override any conditions of employment for Apprentices otherwise prescribed in this agreement.

8. Flexibility of Work Practices

- 8.1 The parties agree to work together to ensure flexible work practices and multiskilling so that employees can perform a wide range of duties. Such duties will include work which is incidental or peripheral to their main duties.
- 8.2 Employees will be trained in basic skills which were previously regarded as the work of the various trades.
- 8.3 Employees will perform work which is within their skill, competence and training consistent with the classification structure of this agreement, provided that such work is not designed to promote deskilling. Due regard will be held for the training requirements of the Apprentice Tradespersons.
- 8.4 Staff will fully co-operate with other staff (including those not covered by this agreement) in ensuring there are no artificial demarcations in work. Where staff have the skills they may engage in minor maintenance work to ensure the smooth operation of the workplace. Some training may be necessary to ensure safe work practice. Before minor maintenance work is undertaken by other staff, such work should be approved, where practicable, by the Manager, Technical Services.
- 8.5 Transportation of animals or any other cargo will be allocated to staff based on driver licensing requirements, vehicle size, occupational health and safety issues, animal welfare and any legislative or regulatory requirements for the type of animal involved. Determination of the method of transport to be used for movement of animals and cargo will reflect the understanding between management and unions that professional drivers will be used in animal transportation where it is considered appropriate for such use. Such determination will involve consultation between Life Sciences management and the Leading Hand (Transport).
- A series of policy guidelines will be established for animal transportation to be reviewed on an annual basis in consultation with the Transport Workers Union.
- 8.6 A committee of union and management representatives will be convened to develop a new classification structure that improves efficiency and productivity at the workplace and also recognises skills utilised by staff. Further details of this process are contained in clause 29.
- 8.7 The wage increases provided for in this agreement are in recognition of existing efficiencies and productive workplace arrangements that are in place at the time of entering into the agreement. The workforce is multiskilled, flexible, co-operative and embraces the varying demands of employment in the Zoo. The parties are committed to negotiating the introduction of new efficiencies throughout the term of this agreement.

9. Wages, Structure and Grades

- 9.2 Any employee in receipt of a wage higher than the rates provided in Table 1 arising from the payment of a personal allowance shall continue to have this recognised. These rates of pay reflect the percentage increase paid to comparable employees and/or classifications. However these rates will not form part of this structure and should such employees resign, be promoted etc. the rates will no longer be used.

9.3 Progression within the structure:

- i) Progression from Grade 1 to Grade 2 will be made upon the satisfactory completion of 6 months service or relevant experience. Relevant experience relates to both the nature of work previously performed and the zoo environment.
- ii) Progression from Level 1 to Level 2 within grades 2 and 4 will be based on the completion of training courses relevant to the Zoo's needs. Progression from Level 1 to Level 2 within Grade 2 will also require a preparedness to fully integrate the duties of Driver and Labourer.
- iii) Where an employee does not progress to level 2 after 12 months on level 1, it will be the responsibility of the supervisor to discuss such with the employee concerned. The discussion should identify what activities are necessary for the employee to progress. Failure of the Zoo to provide training shall not be a barrier to an employee's progression to level 2.
- iv) Placement on Grades 3, 4 and 5 will be by appointment based on a merit selection process.
- v) Placement on Grade 6 will be by allowance and only for the duration of a project.
- vi) Any dispute which arises from this clause will be dealt with in accordance with clause 26 Grievance and Dispute Handling Procedure.
- vii) Progression within the rates prescribed for the years of service for Apprentice Tradespersons will be in accordance with the Vocational Training Order under section 22 of the Industrial and Commercial Training Act 1989.

10. Definition of Grades

- 10.1 Persons employed in Grades 1, 2 (Level 1) or 3 will be identified according to the vocational strand of their principal function.
- 10.2 The principal function shall mean the position that the employee currently holds eg Maintenance/ Construction Worker, Transport Worker. The employer shall be able to allocate other duties to the employee consistent with Clause 8, Labour Flexibility.
- 10.3 Persons employed in Grades 1, 2 or 3 shall undertake a mix of duties eg 80% Maintenance/Construction: 20% Transport; 80% Plant Operation: 20% Maintenance/ Construction.) That advice shall not limit the employer from allocating to that employee other duties consistent with Clause 8 of this agreement, or, with written advice, changing the expected nature and mix of duties consistent with the classification structure.

Grade 1 Less than 6 months relevant experience.

Performs basic tasks in maintenance, construction and transport. Performance is monitored by close supervision.

Training - will complete Induction Course.

Grade 2

Level 1 Minimum 6 months relevant experience.

Operate machinery and tools. Perform tasks in maintenance, construction and transport under general supervision and direction.

Training - will undertake on-the-job training to develop skills relevant to the Zoo such as manual handling, safety awareness.

Level 2 12 months or more relevant experience.

Operate relevant machinery and tools. Perform tasks without supervision. Perform some complex tasks within the range of duties required by the Zoo.

Generally, limited decision making is possible including the exercise of some initiative in the application of established work practices.

Training - will have completed at least one approved training course (may be run either internally or externally) to develop skills relevant to the Zoo. Will undertake on-the-job training in basics skills of tradespersons.

Grade 3 (Leading Hand)

Supervise staff, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines. Responsible for Occupational Health and Safety training.

Able to perform a wide range of complex tasks.

May work independently and be responsible for a section of work following established priorities and work practices.

Training - completed a wide range of on-the-job training courses and capable of running courses under the Supervisor's direction. Will undertake/completed Supervision Training.

Grade 4 Carpenter, Motor Mechanic, Painter, Plumber, Plasterer, Welder, Electrician.

Level 1

Capable of full range of tradespersons duties. Able to work without supervision.

May work independently and be responsible for a section of work following

established priorities and work practices.

Training - completed Trade Certificate, will undertake on-the-job training in basic skills of other trades.

Level 2 12 months or more of relevant experience.

Independent action is to be exercised. Capable of supervising staff.

Training - completed Trade Certificate, completed at least one approved training course (which may be run either internally or externally), undertake on-the-job training in basic skills of other trades. May assist in running training courses under the direction of the Supervisor.

Grade 5 (Leading Hand)

Responsible for the direct supervision and management of staff. Allocate duties, estimate time lines, responsible for quality of the works. Provide on-the-job training.

Training - Completed occupational health and safety course, manual handling and supervisor training. Capable of assisting the Supervisor in running training courses.

Grade 6 (Projects)

Required to work on specific projects, to manage sub-contracts. Responsible for finished product, preparation of estimates and timelines. Supervise other employees.

11. Allowances

11.1 The schedule at 'Attachment 1' prescribes the conditions of employment that are derived from the Crown Employees (Public Service Conditions of Employment) Award. Allowances shall be paid in accordance with that schedule (as at.....) and/or as detailed hereunder.

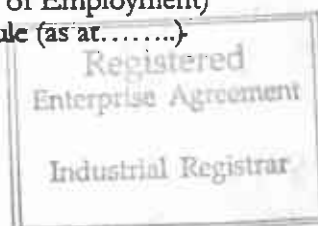
11.2 With the exception of:
 First Aid Allowance (clause 11.8)
 Laundry Allowance (clause 11.10)
 Leading Hand Allowance when not appointed as
 a Leading Hand (clause 11.7)
 Chokage (clause 11.10)
 Foul Equipment (clause 11.11)
 Legionella (clause 11.12)
 Apprentice Examination Allowance (clause 11.13)
 Travel (clause 11.15)

the following allowances will be paid for all purposes.

11.4 Tool

The following allowances as set out in Item 1 of Table 2 shall be paid to employees in Grade 4 (Tradespersons) in recognition of the fact that they provide and maintain their own hand tools:

These allowances will be adjusted in line with the Crown Employees (Skilled



Trades) Award.

11.5 Licence

The allowances set out in Items 1 and 2 of Table 3 shall be paid per week to employees in Grade 4 (Tradespersons) when required to hold and act upon a licence:

These allowances will be adjusted in line with the Crown Employees (Skilled Trades) Award.

11.6 Registration

A plumber who is required to be the holder of a Certificate of Registration shall be paid an allowance as set out in Item 4 of Table 3. This allowance will be adjusted in line with the Crown Employees (Skilled Trades) Award.

11.7 Leading Hand

The allowances detailed hereunder will not be paid for periods less than 1 day. The weekly rates specified are reduced to a daily figure by dividing by 5.

Employees in Grade 1 and Grade 2 who are required to be in charge of other employees shall be paid the following weekly allowances as set out in Item 5 of Table 3.

Employees in Grade 4 who are required to be in charge of other employees shall be paid the following weekly allowances as set out in Item 6 of Table 3.

Employees in Grades 3 and Grade 5 are paid a Leading Hand Allowance. Employees in these grades may qualify for a higher rate of allowance if required to supervise more employees.

11.8 First Aid

A standard first aid kit shall be provided and maintained by the employer in accordance with Schedule 1 of the Occupational Health and Safety (First-Aid) Regulation 1989 of the *Occupational Health and Safety Act 1983*. In the event of any serious accident happening to any employee whilst at work, the employer, at its own expense, shall provide transport 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 as set out in Item 7 of Table 3.

11.9 Special Rates

Built into the wages (in 1994) is a component of \$10.00 per week which is paid in lieu of any claims for special rates eg dirt money, height money, wet work etc.

11.10 Chokage

If an employee is employed upon any chokage and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material or a scupper containing sewerage or is required to work in a septic tank in operation the employee shall be paid an additional allowance as set out in Item 8 of Table 3.

11.11 Fouled Equipment

Registered
Enterprise Agreement

An employee required to work on any pipeline or equipment containing body fluids or body wastes and encounters same, shall be paid an additional daily or part thereof allowance as set out in Item 9 of Table 3. This allowance shall not apply in circumstances where sub-clause 12.10 would normally apply.

11.12 Legionella

- (i) An employee who is required to work in hot and/or cold water tanks for the purpose of the control of *Legionella Pneumophila* shall be required to use and wear the appropriate respiratory equipment and safety clothing as directed by the Department of Health and shall be paid as at Item 10 of Table 3 whilst so engaged.
- (ii) An employee who is required to assist in the performance of the work described in (i) above shall not be entitled to the allowance prescribed.

11.13 Apprentice Examination

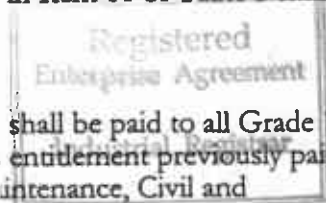
- (i) In addition to the rates prescribed in clause 9, an apprentice who has passed the prescribed annual technical college examinations for the preceding year and in respect of whom a satisfactory report as to conduct, punctuality and workshop progress is furnished by the supervisor, shall be paid \$1.00 per week for the first year's examinations; a further \$1.00 per week, ie \$2.00 in all per week for the second year's examinations; and a further \$1.00 per week, ie \$3.00 in all per week, for the third year's examinations. Such additional amounts shall be payable from the beginning of the first pay period commencing in January following the examinations.
- (ii) An apprentice who, in any year, fails to complete a subject or subjects but is successful in completing such subject(s) concurrently with the passing of the prescribed examination for the succeeding year shall be deemed to qualify for the payment of the allowance specified as if there had not been an initial failure to complete the subject(s).

11.14 Laundry

Where a uniform is required to be worn, and the cost of any laundering is not borne by the employer, a laundry allowance as set out in Item 11 of Table 3 shall be paid.

11.15 Travel

An weekly allowance as set out in Item 12 of Table 3 shall be paid to all Grade 1, 2 and 3 employees. This is in lieu of the travel and fares entitlement previously paid to Labourers under the General Construction and Maintenance, Civil and Mechanical Engineering & C (State) Award.



11.16 Electronic Paging Devices

An allowance for each 24 hours as set out in Item 13 of Table 3 shall be paid to an employee who agrees at the request of the employer to take home an electronic paging device in order that they may be contacted to return to duty when required.

12 Insurance of Tools

- 12.1 The Zoo shall insure and keep insured against loss or damage by fire whilst on the Zoo's premises such tools of the employee as are used in the course of employment.

- 12.2 An employee shall be entitled to reimbursement by the Zoo for loss of tools up to the value as set out in Item 2 of Table 1 when such tools are lost by theft from a breaking and entering outside ordinary working hours whilst the tools are stored at the Zoo's direction on the job.
- 12.3 The employee shall, if requested so to do, furnish the Zoo with a list of his/her tools so used.

13. Hours of Work

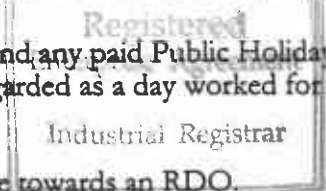
- 13.1 The ordinary hours of work shall be 38 per week and shall be worked as a 20 day 4 week cycle Monday to Friday inclusive, with 19 working days of 8 hours each between the hours of 6.00am and 6.00pm with 0.4 of one hour on each day worked accruing as an entitlement to take the fourth Monday in each cycle as a day off paid as though worked.
- 13.2 Hours of work are normally 6.30 am - 3.15 pm or 7.30 am - 4.15 pm. Staff may be directed to work at either of these times to suit the requirements of the work place. In allocating staff to these work times, regard will be given to the preferences and personal commitments of individuals. Any permanent change to the start and finishing times in this sub-clause will be done in consultation with staff.
- 13.3 Employees will be prepared to vary their starting and finishing times to facilitate short term work demands eg animal transportation. Employees undertaking courier work may regularly be required to vary their working hours.

14. Afternoon Shift

- 14.1 An afternoon shift means any shift that finishes after 6 pm and before midnight worked Monday to Sunday.
- 14.2 A 17.5% allowance shall be paid for work performed on an afternoon shift.
- 14.3 The allowance provided by subclause 14.2 is paid whenever there are three consecutive shifts worked. Where less than 3 consecutive shifts are worked, normal overtime arrangements will apply.
- 14.4 The employees must be given 7 days notice of any change in shift.

15. Rostered Days Off

- 15.1 Rostered Days Off (RDOs) accrue over a 4 week cycle ~~as described in clause 14.1.~~
- 15.2 Any paid leave eg Recreation Leave, Sick Leave etc and any paid Public Holiday occurring during any 38 hour week cycle, shall be regarded as a day worked for accrual purposes.
- 15.3 Periods of Leave Without Pay do not accrue any time towards an RDO.
- 15.4 By agreement in writing between the employer and the employee(s), an alternative day may be substituted for the fourth Monday, and in such case all provisions shall apply as if such day was the prescribed fourth Monday. The agreement regarding the substituted day shall be made at least 7 clear days prior to the date of the rostered day off.
- 15.5 The Zoo intends to continue to use the RDO calendar prepared by the employer organisation and the Labor Council Building Industry Group.



15.6 In special circumstances, and only with the approval of the Supervisor, employees may take an alternative RDO providing such alternative day falls within the week that the RDO is due.

16. Rostered Weekend Work

16.1 Employees in Grades 1,2 and 3 may nominate to the Divisional Manager to be included in a roster for regular weekend and public holiday work. Discussion must take place with the Divisional Manager should any person wish to be removed from the roster.

16.2 The roster will provide an equitable distribution of work amongst all employees identified in 16.1.

16.3 Generally any difficulty over access to the roster and therefore weekend work can be discussed amongst the employees concerned and the Works Supervisor. Due regard will be had for the principles of equity and equal employment opportunity. Any difficulty that cannot be resolved will be addressed through the Grievance and Dispute Handling Procedure (detailed in clause 26).

17. Meal and Morning Tea Breaks

17.1 Meal breaks shall be of 45 minutes duration and will generally be taken between 12.noon and 12.45 pm except as detailed in sub-clause 17.2.

17.2 To assist in the operation or completion of a job, lunch may be taken between the hours of 11.30am and 2.00pm without attracting any penalty payment. In these cases agreement will be reached between the supervisor and employee(s) involved on the amendment to the time for the meal break.

17.3 A paid morning tea break of 20 minutes duration between 9.30-9.50 am is granted. This break can be taken on the job where there are appropriate conditions and facilities. Employees will only return to the works and trades area for the tea break if suitable conditions and facilities do not exist closer to where work is being performed. Any alteration to the provisions set out in this sub-clause will be by agreement between the Manager, Technical Services and the relevant employee(s).

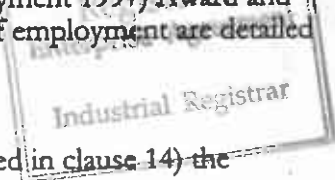
18. Leave and Conditions of Employment

18.1 The schedule at 'Attachment 1' prescribes the conditions of employment applicable to employees covered by this agreement that are contained in the provisions of the Crown Employees (Public Service Conditions of Employment 1997) Award and other industrial instruments. A number of conditions of employment are detailed hereunder:

19. Overtime

19.1 For all work done outside the ordinary hours (as explained in clause 14) the overtime rates of pay shall be:

Monday - Saturday	Time and a half for the first two hours and double time thereafter.
Sunday	Double time.
Public Holidays	Double time and a half.



19.2 Rest Period After Overtime - When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off work between the work of successive days.

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 day that the employee has not had at least 10 consecutive hours off duty between these times shall, subject to this sub-clause, be released after completion of such overtime until there has been 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of the Zoo such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid at double time rates until released from duty and able to take the 10 hour break (without loss of pay for ordinary working time occurring during such absence).

19.3 For all work done on Saturday and Sunday a minimum payment of 4 hours overtime will be made.

19.4 Call Back -

(i) An employee recalled to work overtime after leaving the Zoo (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours work at the appropriate rate for each time so recalled. With the exception of unforeseen circumstances arising the employee shall not be required to work the full 4 hours if the job which the employee was recalled to perform is completed within a shorter period. This clause does not apply in cases where an employee is regularly required to return to the Zoo to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

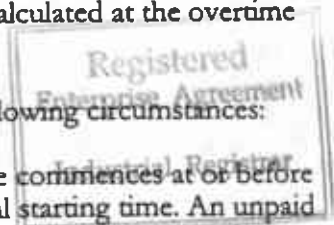
(ii) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 19.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.

19.5 Time off work in lieu of overtime payment may be taken by agreement with the employee concerned and the supervisor. Such time is calculated at the overtime rates.

19.6 Meal allowances will be paid during overtime in the following circumstances:

Breakfast \$17.90 allowance is paid when overtime commences at or before 6am and at least 1 hour before the usual starting time. An unpaid meal break of 30 minutes shall be taken either before or after overtime is worked.

Lunch \$17.90 allowance is paid on Saturdays, Sundays and Public Holidays when required to work at least 5 hours overtime. An unpaid meal break of 30 minutes shall be taken.



Dinner \$17.90 allowance is paid when overtime is worked beyond 6pm and at least two hours after the usual finishing time. An unpaid break of 30 minutes shall be taken.

19.7 In general, an unpaid break and the payment of an allowance will occur every 5 hours. In the case of overtime worked after finishing time Monday - Friday the initial break will be after 2 hours of overtime. The quantum of the allowances is determined by the following:

Breakfast \$17.90 allowance when the meal break is taken at or after 6am and before 10am.

Lunch \$17.90 allowance when the meal break is taken at or after 10am and before 3pm.

Dinner \$17.90 allowance is paid when the meal break is taken at or after 3pm and before 11pm.

20. Annual Leave Loading

20.1 Employees are entitled to payment of an annual leave loading of 17.5% of the monetary value of up to 4 weeks recreation leave accrued in a leave year.

20.2 For the purpose of calculating the annual leave loading the leave year shall commence on 1 December of each year and ends on 30 November of the following year.

20.3 Payment of annual leave loading shall not be made on any recreation leave taken in the first leave year of employment ie from the date of employment to the following 30 November. The loading accrued in the first leave year shall be paid during the second leave year of employment.

20.4 Leave loading is paid on the first occasion in a leave year (other than the first leave year) when at least 2 consecutive weeks of recreation leave is taken. This 2 weeks may be inclusive of public holidays, extended leave and leave without pay.

20.5 In the event that a 2 week period of leave is not taken by 30 November each year then the monetary value of that annual leave loading (accrued over the previous year) will be paid as soon as practicable.

20.6 Annual leave loading shall be paid on retirement or termination by the employer (other than for misconduct) when the loading would have been due if the employee had taken 2 weeks leave.

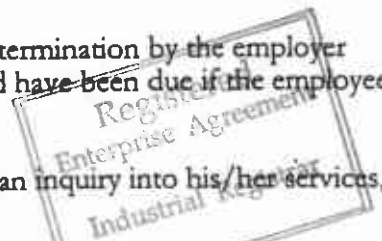
20.7 An employee directed to take annual leave pending an inquiry into his/her services, is not to be paid the loading.

20.8 No annual leave loading is payable on resignation or on dismissal for misconduct.

21. Public Holidays and Picnic Days

21.1 Public Holidays shall be:

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Labour Day and any such other holiday that



may be proclaimed as a Public Holiday throughout the State.

- 21.2 The first Monday in December each year shall be a Picnic Day and shall be treated as a Public Holiday. (The exception being that members of the Transport Workers Union shall have their picnic day on Easter Saturday.) This day shall be treated as a public holiday should an employee be required to work. In order to qualify for the Picnic Day employees must be able to show their ticket for the union picnic.

22. Uniforms and Protective Clothing

- 22.1 Permanent employees are issued with uniforms and with the required protective clothing. The initial issue for full time employees is:-

- 5 shirts
- 3 pairs of shorts/trousers
- 1 belt (if required)
- 1 sweatshirt
- 1 jacket
- 5 pairs of socks
- 1 pair of boots
- 1 hat
- 1 pair of sunglasses
- 1 set of wet weather gear

Protective equipment and clothing as well as replacement uniform items are provided as needed. To obtain such goods an employee must make a requisition which is supported by the Supervisor and approved by the Purchasing Manager.

23. Maternity Leave

- (a) An employee who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
- (1) for a period up to 9 weeks prior to the expected date of birth; and
 - (2) for a further period of up to 12 months after the actual date of birth.
- (b) An employee who has been granted maternity leave may, with the permission of the Director, take leave after the actual date of birth:
- (1) full-time for a period of up to 12 months; or
 - (2) part-time for a period of up to 2 years; or
 - (3) as a combination of full-time and part-time over a proportionate period of up to 2 years.
- (c) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (d) An employee who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.

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(e) If the position occupied by the employee immediately prior to maternity leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position, subject to the mobility provisions of the *Public Sector Management Act 1988*,

(f) An employee who:

- (1) applied for maternity leave within the time and in the manner determined by the Director, Taronga Zoo; and
- (2) prior to the expected date of birth, completed not less than 40 weeks continuous service,

shall be paid at her ordinary rate of pay for a period not exceeding 9 weeks or the period of maternity leave taken, whichever is the lesser period.

(g) Except as provided in paragraph (f) of this subclause, maternity leave shall be granted without pay.

24. Parental Leave

(a) An employee is entitled to take parental leave in respect of each pregnancy of the spouse or partner as follows:

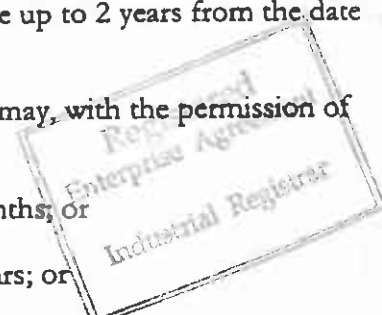
- (1) short parental leave --- an unbroken period of up to one week at the time of the birth of the child or other termination of the spouse or partner's pregnancy;
- (2) extended parental leave --- for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in subparagraph (1) of paragraph (a) of this subclause in order to assume the primary care giving responsibilities.

(b) Extended parental leave may commence at any time up to 2 years from the date of birth of the child.

(c) An employee who has been granted parental leave may, with the permission of the Director, take such leave:

- (1) full-time for a period not exceeding 12 months; or
- (2) part-time over a period not exceeding 2 years; or
- (3) partly full-time and partly part-time over a proportionate period of up to 2 years.

(d) An employee who resumes duty immediately on the expiration of parental leave shall:



- (1) if the position occupied by the employee immediately before the commencement of that leave still exists be entitled to be placed in that position; or
 - (2) if the position occupied by the employee has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- (e) Parental leave shall be granted without pay.

25. Adoption Leave

- (a) An employee adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
 - (1) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (2) for such period, not exceeding 12 months on a full-time basis, as the Director may determine, if the child has commenced school at the date of the taking of custody.
- (b) An employee who has been granted adoption leave may, with the permission of the Director, take leave:
 - (1) full-time for a period not exceeding 12 months; or
 - (2) part-time over a period not exceeding 2 years; or
 - (3) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (c) Adoption leave shall commence on the date that the employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the employee.
- (d) An employee who resumes duty immediately on the expiration of adoption leave shall:
 - (1) if the position occupied by the employee immediately before the commencement of that leave still exists be entitled to be placed in that position; or
 - (2) if the position so occupied by the employee has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- (e) An employee who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at their ordinary rate of pay for a period of 3 weeks of adoption leave or the period of adoption leave taken, whichever is the lesser period. Eligibility for such payment is as follows::



- (1) the employee must have applied for adoption leave within the time and in the manner determined by the Department Head; and
- (2) prior to the commencement of adoption leave, must have completed not less than 40 weeks continuous service.
- (f) Except as provided in paragraph (e) of this subclause, adoption leave shall be granted without pay.
- (g) **Special Adoption Leave** --- An employee shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave or an ADO.

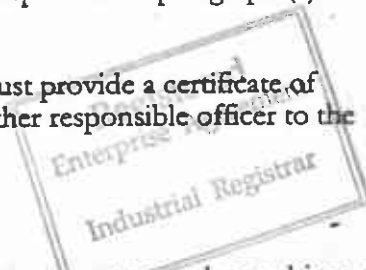
26. Military Leave

- (a) The Director may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the employee's unit. This grant of leave will commence on 1 July of each year.
- (b) Up to 24 working days military leave per year may be granted by the Director to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in paragraph (a) of this subclause.

At the expiration of military leave, the employee must provide a certificate of attendance signed by the commanding officer or other responsible officer to the Divisional Manager

27. Anti-discrimination

- (1) It is the intention of the parties bound by this enterprise agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this enterprise agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this 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.
- (4) 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.
- (5) 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.
- (6) 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.

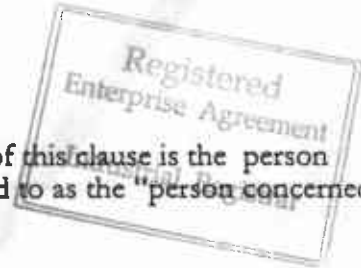
28. Carer's Leave

28.1 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:
 - (i) 'relative' means a person related by blood, marriage or affinity;
 - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) 'household' means a family group living in the same domestic dwelling.

28.2 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.

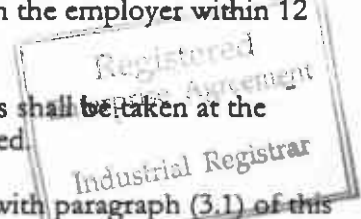
- (d) In special circumstances, the Zoo may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 28.2 (c).
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the 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.

28.3. Time Off in Lieu of Payment for Overtime

- 28.3.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- 28.3.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 28.3.3 If, having elected to take time as leave in accordance with paragraph (3.1) 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.
- 28.3.4 Where no election is made in accordance with the said paragraph (3.1), the employee shall be paid overtime rates in accordance with Clause 13 of the agreement.

28.4 Make-up Time

- 28.4.1 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 22 Hours of Work, at the ordinary rate of pay.

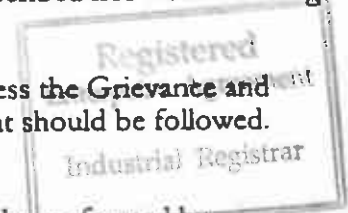


29. Review of Classification Structure

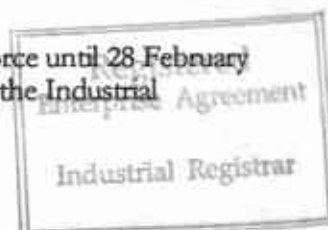
- 29.1 The parties will work together to develop a new classification structure for all groups covered by this agreement.
- 29.2 A working group will be established with workplace representatives of all the unions covered by this agreement and employer representatives. Officials from the unions may be called upon to participate in this process if any party so requests.
- 29.3 It is the unions' responsibility to contribute details of proposed skills and training levels that they want incorporated into the structure. The Zoo may also make proposals. The skills criteria should be supported by a list of skills and training courses, not just a prescribed number of hours of training. The list of skills and training may be added to by the parties over time if new courses and skills become relevant.
- 29.4 The Zoo will develop proposals which reflect the Zoo's required structure for management and organisational purposes. The unions may also make proposals.
- 29.5 The Zoo accepts the unions' proposition that the classification structure should improve efficiency and productivity in the Zoo. It should also lead to a reduction in the use of contractors where this can be achieved in a cost effective manner. The classification structure may be tested against this premise at any point in the future and be subject to further review by the parties. Efficiency, productivity and reduced use of contractors should result in a cost effective budget outcome for the classification structure over any given year.
- 29.6 In a relatively small workforce, the parties are aware of the need to achieve equality of opportunity for staff to enjoy the benefits of the classification structure. This is best achieved by merit selection for staff to fill all positions above the base levels.
- 29.7 The working party will initially meet twice in the first month of its operation and once a month in every month thereafter. The parties believe that the classification structure and transitional arrangements should be developed and implemented within a period of eight months. Nothing in this clause prevents the parties from agreeing to meet more frequently than prescribed nor from reaching agreement prior to the eight month guideline.
- 29.8 Should the parties experience any difficulty in this process the Grievance and Dispute Handling Procedure contained in the agreement should be followed.

30. Contractors

- 30.1 Wherever possible, all works carried out at the Zoo shall be performed by employees directly employed by the Zoological Parks Board.
- 30.2 Where any work which require either specialist skills, tools, plant or equipment, the Board shall consider the training of and/or hiring of such plant etc. to enable employees to carry out the work.
- 30.3 Where it is impracticable for work to be carried out by employees because specialist skills and/or equipment are unavailable, or the timeframe is unacceptable,



- 30.2 Where any work which require either specialist skills, tools, plant or equipment, the Board shall consider the training of and/or hiring of such plant etc. to enable employees to carry out the work.
- 30.3 Where it is impracticable for work to be carried out by employees because specialist skills and/or equipment are unavailable, or the timeframe is unacceptable, contractors may be hired to perform the work.
- 30.4 Where contractors are engaged, the Board shall ensure that all relevant awards and agreements shall be observed.
- 30.5 Staff may be required to assist on projects which have been contracted out and this will be performed with full co-operation. Such work is fully encompassed within this agreement and shall not give rise to any claims for extra payments.
- 30.6 Leave is reserved for the parties to address any issues arising from the provisions of sub-clause 30.5.
- 31.. Grievance and Dispute Handling Procedure
- 31.1 The Vocational Training Order for Apprentice Tradespersons made under section 22 of the Industrial and Commercial Training Act 1989 will override any conflicting steps contained in this clause.
- 31.2 The parties agree that every effort will be made to settle any grievance or dispute amicably between the parties as quickly as possible.
- 31.3 Discussion should firstly take place between the employee(s) and the Leading Hand to try and resolve the matter. If it cannot be resolved or is of such a nature that it cannot be dealt with then:-
- 31.4 The matter should be raised with the Supervisor by the employee(s) or their union representative. If it cannot be resolved then:-
- 31.5 Discussions shall include representatives of senior management (probably Human Resources staff). If the matter cannot be resolved then a response will be given to the employee(s) grievance which will include reasons for the Zoo's decision.
- 31.6 When all the above steps have been exhausted, either party may submit the dispute to the New South Wales Relations Commission.
32. Term of Agreement
This agreement shall operate from 1 January 2000 and shall remain in force until 28 February December 2002 unless varied or terminated earlier by the provisions of the Industrial Relations Act, 1996.



THIS AGREEMENT IS MADE ON DAY OF

Signed for and on behalf of the

ZOOLOGICAL PARKS BOARD OF NSW

Signature *Glenn Smith*

Printed Name GLENN SMITH

Witness *B. P. Reardon*

DATE 23/04/01

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Signed for and on behalf of the
employees by the

AUSTRALIAN WORKERS UNION, NEW SOUTH WALES

Signature R. K. Connison

Printed Name R. K. CONNISON

Witness [Signature]

Date 5. 2. 01



CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION
(NEW SOUTH WALES BRANCH)

Signature *P. McLELLAN*

Printed Name P. McLELLAN

Witness *Sen Deully*

Date 30/01/01



NEW SOUTH WALES PLUMBERS AND GASFITTERS EMPLOYEES UNION

Signature Adam Stone

Printed Name ADAM STONE

Witness R. J. - [unclear]

Date 1-3-01



ELECTRICAL TRADES UNION OF AUSTRALIA, NSW BRANCH

Signature B. Ri

Printed Name BERNIE RIORDAN

Witness Rh' P

Date 20.2.01

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TRANSPORT WORKERS UNION OF AUSTRALIA, NSW BRANCH

Signature *AV Shelton*

Printed Name AV Shelton

Witness *[Signature]*

Date 4.5.01



TABLE 1 - RATES OF PAY

	1/1/99	1/1/2000	1/1/2001
<u>Grade 1</u>	\$552.90	\$564.00	\$575.30
<u>Grade 2</u>			
<u>Level 1</u>	\$581.60	\$593.20	\$605.10
<u>Level 2</u>	\$592.90	\$604.80	\$616.90
<u>Grade 3 - Leading Hand</u>			
<u>Grade 4</u>			
<u>Level 1</u>			
Carpenter, Motor Mechanic, Painter, Plasterer, Welder	\$597.50	\$609.50	\$621.70
Plumber	\$603.50	\$615.60	\$627.90
Electrician	\$636.50	\$649.20	\$662.20
<u>Level 2</u>			
Carpenter, Motor Mechanic, Painter, Plasterer, Welder	\$609.10	\$621.30	\$633.70
Plumber	\$615.40	\$627.70	\$640.30
Electrician	\$648.90	\$661.90	\$675.10
<u>Grade 5 Leading Hand</u>			
<u>Grade 6 (Projects)</u>	\$752.00	\$767.00	\$782.30
<u>Apprentice Tradespersons</u>			
1st Year	\$265.30	\$270.60	\$276.00
2nd Year	\$345.30	\$352.20	\$359.20
3rd Year	\$438.90	\$447.70	\$456.70
4th Year	\$504.40	\$514.50	\$524.80

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TABLE 2 - ALLOWANCES

Item No.	Clause No.	Brief Description	Amount Per week
1	11.4	Tool Allowances	
		Carpenter	19.70
		Electrical Fitter	11.20
		Motor Mechanic	19.70
		Painter	4.90
		Plasterer	16.20
		Plumber	19.70
		Welder, First Class	19.70
2	12	Insurance of Tools	1,146.00
3		Meal allowance	17.90

TABLE 3 - OTHER ALLOWANCES

Item No.	Clause No.	Brief Description	As at fppp 1/1/2000
1	11.5	Electrician - A Grade Licence - B Grade licence	\$27.50 pw \$14.80 pw



Item No.	Clause No.	Brief Description	As at fpp 1/1/2000
2	11.5	Plumber and Drainer when required to act on: - plumbers licence - gasfitters licence - drainers licence - plumbers and gasfitters licence - plumbers and drainers licence - gasfitters and drainers licence - plumbers, gasfitters and drainers licence	0.72c p.h. 0.72c p.h. 0.61c p.h. 0.98c p.h. 0.98c p.h. 0.98c p.h. 1.36 p.h.
3	11.5	Electric Welding	0.41c p.h
4	11.6	Plumber's Certificate of Registration	0.55c p.h
5	11/7	Leading Hands Allowance - Grades 1 and 2 i) 2-5 employees ii) 6-10 employees iii) more than 10 employees	\$18.30 pw \$26.00 pw \$34.70 pw
6	11.7	Leading Hands Allowance - Grade 4 i) 1-5 employees ii) 6-10 employees iii) more than 10 employees	\$29.70 \$38.10 \$49.80
7	11.8	First Aid Allowance	\$ 1.70 pd
8	11.10	Chokage Allowance	\$4.66 pd or part thereof
9	11.11	Fouled Equipment	\$4.66 pd or part thereof
10	11.12	Legionella	\$1.86 ph
11	11.14	Laundry Allowance	\$3.20 pw
12	11.15	Travel Allowance	\$10.20 pw
13	11.16	Electronic Paging Device	\$ 6.90 pw



Attachment 1

PUBLIC SERVICE OF NSW PERSONNEL HANDBOOK

The following table prescribes the clauses of the Handbook that have been adopted for the Works and Trades Division at Taronga Zoo

<u>Section</u>	<u>ADOPTED</u>
<u>Division 1</u>	
<u>Part 1</u>	
1. Recruitment and Employment	Used as a guide
2. Appointments	Used as a guide
<u>Part 2</u>	
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. Extended Leave	Yes
17. Staff Records Administration	Used as a guide
<u>Division 2</u>	
<u>Part 2</u>	
<u>Awards and Agreements</u>	
Crown Employees (Transferred Officers Compensation)	Yes
Crown Employees (Transferred Officers Excess Rent Assistance) Agreement	Yes
Crown Employees (Public Service Conditions	Yes in respect of Cl. 15 Shift Overtime, Cl. 14

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Crown Employees (Public Service Conditions of Employment) Award 1997	Yes in respect of Cl. 15 Shift Overtime, Cl. 14 Holidays; and Cl 11. Annual Leave and Compensation for Saturdays, Sundays and Public Holidays
CE (Public Service Conditions of Employment) Award 1997	No re Cl. 11 Hours of work
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 Allowance	Yes
8. Remote Areas Allowance	
9. Travelling/Meal Allowances - Attendance at Examinations	Used as a guide
10. Semi-Official Telephone Subsidy	No
11. Community Language Allowance Scheme	No
12. Allowance for Use of Room at Home as an Office	Used as a guide
CE (Public Service Conditions of Employment) Award 1997	
1. Hours of Duty	No
2. Attendance	No
1. Adoption Leave	Yes
3. Leave without pay	Used as a guide
4. Maternity leave	Yes
5. Military leave	Yes
6. Parental leave	Yes
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 and Employee Representation	Used as a guide
Division 3 Part 1 - Code of Conduct	
1. NSW Public Sector Code of Conduct	No. see attachment 2

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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

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