

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/215

**TITLE: Works and Trades Employees, Western Plains Zoo-Zoological
Parks Board of NSW Enterprise Agreement 2000**

I.R.C. NO: 2001/4282

DATE APPROVED/COMMENCEMENT: 9 July 2001/1 January 2000

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION: New. Replaces EA98/37**

GAZETTAL REFERENCE: 27 July 2001

DATE TERMINATED:

NUMBER OF PAGES:

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees employed by the Works and Trades Section of Western Zoo who are employed as Labourers and Tradespersons (Except Gardeners)

PARTIES: Zoological Parks Board of New South Wales -&- Construction, Forestry, Mining and Energy Union (New South Wales Branch) and The Australian Workers' Union, New South Wales



Ex A

ENTERPRISE AGREEMENT

**WORKS AND TRADES EMPLOYEES, WESTERN PLAINS ZOO
- ZOOLOGICAL PARKS BOARD OF NSW.**

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Clause No.

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1. Title

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

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 Workers Union, the Construction, Forestry, Mining and Energy Union (Construction and General Division) and the Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.

3. Coverage

3.1 This agreement shall only apply to employees in the Works and Trades Section of Western Plains Zoo who are employed as Labourers and Tradespersons (except Gardeners).

3.2 This agreement shall totally regulate the terms and conditions of employment previously regulated by the Works and Trades Employees, Western Plains Zoo - Zoological Parks Board of NSW Enterprise Agreement No 37 of 1998.

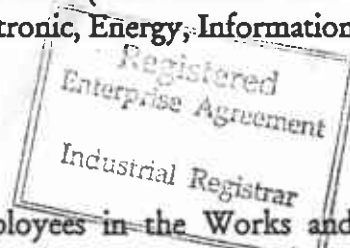
4. Declaration

The parties declare that this Agreement:

- a) is the outcome of negotiations freely entered into by the parties
- b) is not contrary to the public interest
- c) is not unfair, harsh or unconscionable
- d) was not signed by any of the parties under duress
- e) 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 Western Plains Zoo. It also aims to continue the provision of 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, temporary or part-time.

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 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 and temporary employees with one hour's notice.

7.4 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.

7.5 Nothing in this agreement shall affect the right of the employer to dismiss an employee in accordance with the Zoo's Disciplinary Procedures (see attachment 3).

7.6 Unauthorised absences shall result in loss of pay.



8. Flexibility of Work Practices

8.1 Demarcation barriers are to be abolished and as such:

(a) The employer may direct an employee to carry out such duties that are within the employee's skill, competence and training, provided that such duties do not promote deskilling.

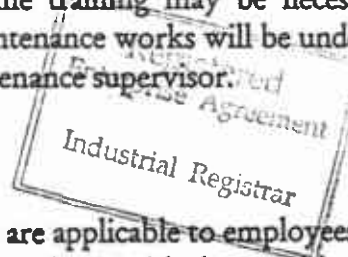
(b) The employer may direct an employee to carry out designated duties and use such tools and equipment as may be required, provided that the employee has been properly instructed in the use of such tools and equipment.

(c) Any direction issued by the employer as above (a) and (b), shall be consistent with the Occupational Health and Safety Act 2000.

- 8.2 In particular, employees of all grades will participate in performing relief duties when other employees are on leave. Such relief duty will be consistent with clause 8.1 (a), (b) and (c). eg employees will perform cleaning duties within their skill, competence and training.
- 8.3 Works employees performing relief cleaning duties will be paid at their own wage rate (plus an additional rate per shift, (see clause 9.9). If employees work on relief cleaning duties for a period of time that includes Saturdays or Sundays, the allowances contained in clause 13 will be paid. Where such work is performed on Sundays and Public Holidays, additional Annual Leave shall be granted in accordance with the relevant provisions of the Crown Employees (Public Service Conditions of Employment) Award 1997, as varied or any replacement award.. (see attachment 1).
- 8.4 However where relief cleaning duties arise through an emergency (such as sick leave) on Saturdays or Sundays, this will generally be addressed by the working of overtime. The overtime will be firstly offered to any available cleaner and secondly to works and trades employees. There may be instances where a casual cleaner will be used.
- 8.5 Works and trades employees will be required to undertake relief cleaning duties in times of emergencies and during short term illnesses/absences of the cleaning staff.
- 8.6 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 operations of the workplace. Some training may be necessary to ensure safe work practices. Such minor maintenance works will be undertaken only with the approval of the relevant maintenance supervisor.

9. Allowances

- 9.1 The allowances set out in Attachment 1 that are applicable to employees covered by this agreement shall be paid in accordance with the provisions of Part B of the Crown Employees (Public Service Conditions of Employment 1997) Award as at 28 February 2001. Such allowances will be adjusted from time to time in accordance with any movement in the same allowances for the Crown Employees (Public Service Conditions of Employment) Award 1997, or any instrument replacing it.
- 9.2 Disability
Employees shall be paid an allowance at a weekly rate as set out in Item 1 of Table 2. This allowance compensates for working conditions at WPZ



particularly where employees are often required to work in the field without ready access to amenities.

9.3 Works

This allowance has been incorporated into the normal rate of pay as set out in Schedule 1. It is in compensation for the isolated environment of the construction work undertaken at Western Plains Zoo.

9.4 Tool

Tool allowances as set out in Item 2 of Table 2 shall be paid per week 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 from time to time in accordance with any movements in the same allowances under the Crown Employees (Skilled Trades) Award.

The Zoo will 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. An employee shall be entitled to be reimbursed by the Zoo for loss of tools as set out in Item 3 of Table 2 if such tools are stolen outside ordinary working hours, whilst the tools are stored at the Zoo's direction on the job.

9.5 Licence

These allowances will be adjusted in accordance with any movements in the same allowances under the Crown Employees (Skilled Trades) Award. Grade 4 (Tradespersons) when required to hold and act upon a licence shall be paid a weekly rate as set out in Item 4 of Table 2.:

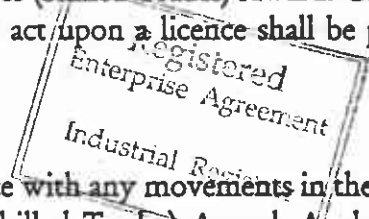
9.6 Registration

This allowance will be adjusted in accordance with any movements in the same allowance under the Crown Employees (Skilled Trades) Award. A plumber who is required to be the holder of a Certificate of Registration shall be paid a weekly rate as set out in Item 5 of Table 2..

9.7 Leading Hand

This allowance will be adjusted in accordance with any movements in the same allowance under the Crown Employees (Skilled Trades) Award.

- a). Employees who are Works and Trades Grade 1, Grade 2 and Grade 4 (Level 1 only) who are required to be in charge of other employees for a period of not less than 5 days shall be paid the allowances set out in



Items 6 and 7 of Table 2.

As Grade 3 and Grade 4 (Level 2) have a Leading Hand Allowance incorporated in the wage rates, employees in these grades in charge of more than 5 employees for not less than 5 days shall receive the difference between the allowance at point i) and the appropriate allowance at point ii) or iii) as set out in Items 6 and 7 of Table 2.

- b) An allocated day off shall be regarded as a working day for the purpose of calculating the 5 day qualifying period.

The 5 day qualifying period shall not apply where employees are temporarily appointed to supervise staff employed under various government schemes. Such payments shall be made for the full 5 day week even where the staff to be supervised are only on site for 3 days per week.

9.8 Special Rates

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

9.9 Refuse and Toilet Allowance

These allowances are generally paid to cleaners. When works and trades employees are performing relief cleaning duties they will be paid an additional rate as set out in Item 8 of Table 2. This figure is the approximate difference between the special rates (clause 9.8) and the refuse and toilet allowance.

9.10 First Aid

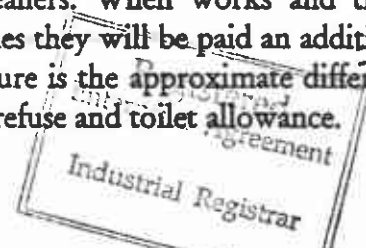
A standard first aid kit shall be provided and maintained by the employer in accordance with the Occupational Health and Safety Act 1983 and Regulation. In the event of any serious accident happening to any employee whilst at work, the employer, at its own expense, shall provide transport to the nearest hospital or doctor.

An employee who is trained by the Zoo to be a qualified first aid attendant shall be paid an additional weekly amount as set out in Item 9 of Table 2.

9.11 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 9 of Table 2.

10. Leave and Conditions of Employment



The schedule at attachment 1 prescribes the conditions of employment for employees covered by this agreement that have been adopted from the provisions of the Crown Employees (Public Service Conditions of Employment 1997) Award and other public sector industrial instruments or policies as contained in the NSW Public Service Personnel Handbook. Attachment 1 also lists such public sector conditions or policies that do not apply, or are used as a guide only, in relation to entitlements for employees covered by this agreement. The conditions that are applicable shall be those that are current as at 28 February 2001..

11. Meal Breaks

- 11.1 Meal breaks shall be of 30 minutes duration.
- 11.2 Tea breaks shall be two of 10 minutes or one of 20 minutes. This paid break is to be determined between the majority of employees and the Zoo.
- 11.3 Meal and tea breaks can be staggered and times may be varied by agreement with the majority of employees concerned to meet work requirements.

12. Public Holidays and Picnic Days

- 12.1 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. Easter Saturday is a Public Holiday for 7 day week workers (cleaners) and would also be regarded as such for a relief cleaner working on that day.
- 12.3 The first Monday in December each year shall be a Picnic Day and shall be treated as a Public Holiday. This day ~~shall be treated as a public holiday~~ should an employee be required to work.

13. Saturday and Sunday Work

- 13.1 This clause only applies to employees performing relief cleaning work.
- 13.2 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 | Time and one half |
| Sunday | Time and three quarters |
- 13.3 These allowances shall be in substitution for and not cumulative upon other allowances eg overtime.

14. Overtime

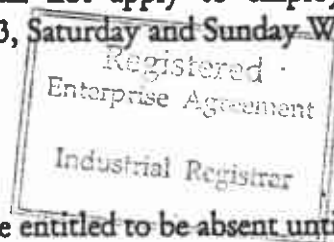
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- 14.1 An employee covered by this agreement may be directed by the General Manager, Western Plains Zoo or their delegate to work overtime, provided it is reasonable for the employee to be required to do so. In determining what is reasonable, the employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work that is required to be performed during overtime, the impact on the operational commitments of Western Plains Zoo and the effect on customer services.
- 14.2 Payment for overtime shall be made only where the employee works directed overtime.
- 14.3 Overtime shall be paid at the following rates:
- (a) Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the employee's ordinary hours of duty.
 - (b) Saturday - all overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (c) Sundays - all overtime worked on a Sunday at the rate of double time.
 - (d) Public Holidays - all overtime worked on a public holiday at the rate of double time and one half.
- 14.4 If an employee is absent from duty on any working day during any week in which overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week unless the employee has been granted leave of absence, or the absence has been caused by circumstances beyond the employee's control.
- 14.5 An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.

The provisions of subclauses 14.3, 14.4 and 14.5 shall not apply to employees when undertaking duties covered by the provisions of Clause 13, ~~Saturday and Sunday Work~~ of this agreement.

14.6 Rest Periods

- (a) An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- (b) Where an employee, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then the



employee shall be paid at the appropriate overtime rate until released from duty. The employee shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

14.7 Recall to Duty

- (a) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- (b) When an employee returns to the workplace on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- (c) A recall to duty commences when the employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (d) An employee recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (e) This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

14.8 On call (Standby) -- When an employee is directed to be on call or on stand-by for a possible recall to duty, payment of an on call allowance shall be made. The rate for an on call allowance is set out in Item 11 of Table 2.

14.9 Meal Breaks

- (a) Employees required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

- (b) Employees required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity. Meal breaks are unpaid.

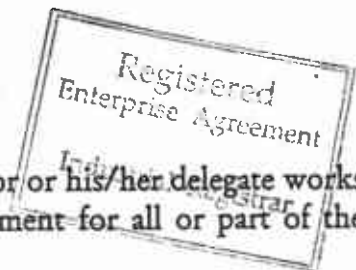
14.10 Meal Allowances

- (a) If an adequate meal is not provided by the Western Plains Zoo, a meal allowance shall be paid by the Zoo for meal breaks taken pursuant to subclause 14.9 Meal Breaks of this clause, provided the General Manager or delegate is satisfied that:
- (i) the performance of work concerned at the time at which it was performed was necessary;
 - (ii) the employee incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (iii) where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so; and
 - (iv) overtime is not being paid in respect of the time taken for a meal break.
- (b) The amount of the allowance for the meal shall be at the rate specified in Item 12 of Table 2 as appropriate.

14.11 The General Manager or delegate shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the employee so elects, by the grant of leave in lieu in accordance with subclause 14.12 of this clause.

14.12 Leave In Lieu of Payment

- (a) An employee who at the direction of the Director or his/her delegate works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of time worked.
- (b) The following provisions shall apply to the leave in lieu:-
- (i) the employee shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the employee intends to take leave in lieu of payment;



- (ii) the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
- (iii) the leave must be taken at the convenience of Western Plains Zoo, except when leave in lieu is being taken to look after a sick family member in terms of subclause 22.3 of clause 22 Carer's Leave of this agreement;
- (iv) the leave shall be taken in multiples of a quarter day
- (v) leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by Western Plains Zoo and taken by the employee within three months of accrual
- (vi) at the employee's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the employee's annual leave credits and may be taken in conjunction with annual leave; and
- (vii) an employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

14.14 Overtime is not payable for time spent travelling.

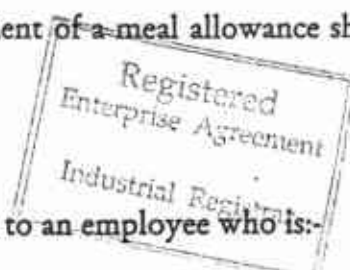
14.15 Adjustment of Meal Allowances

- (a) The rates of overtime meal allowances shall be adjusted in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment 1997) Award, as varied or any replacement award..
- (b) Where an allowance under 14.10(b) of this clause is insufficient to reimburse the employee properly and reasonably incurred costs for a meal, the General Manager or delegate shall approve payment of actual expenses.
- (c) Receipts shall be provided to the Director or delegate in support of any claims for additional expenses or when the employee is required to substantiate the claim.
- (d) Where the meal was not purchased, ~~payment of a meal allowance shall not be made.~~

15 Camping Allowances

15.1 Payment of the camping allowance applies to an employee who is:-

- (a) in receipt of a camping equipment allowance under subclause (iv) of this clause; or
- (b) provided with camping equipment by the Zoo; or



(c) reimbursed by the Zoo for the cost of hiring camping equipment.

15.2 When required to camp in connection with the performance of official duties, an employee shall be paid an allowance according to the rates in Item 13 of Table 2 for the expenses incurred in camping.

15.3 The employee shall be paid the allowance under this clause as follows:-

(a) the daily rate specified in Item 13 of Table 2 for all expenses; and

(b) where required to camp for more than 40 nights in any calendar year that daily rate plus the additional rate for that year as specified in Item 13 of Table 2.

15.4 Where the General Manager is satisfied that it was not reasonable in the circumstances for the employee to camp, an employee who is entitled to camping allowance shall be paid an appropriate allowance under Clause 15 of this agreement instead of the camping allowance.

16 Camping Equipment Allowance

16.1 In this clause, camping equipment includes instrument and travelling equipment.

16.2 An employee who provides camping equipment required for the performance of official duties shall be paid a camping equipment allowance at the rate specified in Item 14 of Table 2 for the expense of providing the equipment.

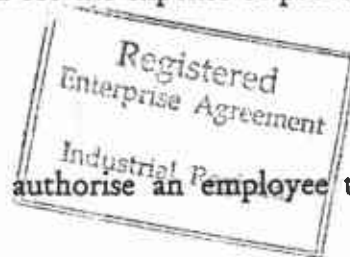
17 Use of Private Motor Vehicles

17.1 The General Manager or delegate may authorise an employee to use a private motor vehicle for work where:

(a) such use will result in greater efficiency or involve the Zoo in less expense than if travel were undertaken by other means; or

(b) where the staff member is unable to use other means of transport due to a disability.

17.2 There are different classes of allowance payable for the use of a private motor vehicle for work. The appropriate rate of allowance shall be paid



depending on the circumstances and the purpose for which the vehicle is used.

- 17.3 The employee must have a comprehensive motor vehicle insurance policy to an amount and in a form approved by the General Manager or delegate in respect of any vehicle used for work purposes. This is in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act, 1942.
- 17.4 An employee who, with the approval of the General Manager or delegate, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 15 of Table 2 for the use of such private motor vehicle.
- 17.5 Where a private vehicle is damaged while being used for work any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Zoo, provided:
- (a) the damage is not due to gross negligence by the staff member; and
 - (b) the charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- 17.6 Provided the damage is not the fault of the employee, the Zoo shall reimburse to an employee the costs of repairs to a broken windscreen, if they can demonstrate that:
- (a) the damage was sustained on approved work activities; and
 - (b) the costs cannot be met under the insurance policy due to excess clauses.
- 17.7 Expenses such as tolls etc. shall be refunded to employees where the charge was incurred during approved work related travel.
- 17.8 An additional allowance as prescribed in Item 15 of Table 2 is payable to employees who have to tow a trailer or horse-float while using a private vehicle as part of approved work activity.
- 17.9 Except as otherwise specified in this agreement, the employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and Western Plains Zoo.

18.1 An employee appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by the employee as specified in Item 2 of Table 2 of Part B Rates.

18.2 The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds four weeks.

18.3 When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's position, that employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

19 Study Assistance

19.1 The Department Head shall have the power to grant or refuse study time.

19.2 Where the Department Head approves the grant of study time, the grant shall be subject to:

or (a) the course being a course relevant to the performance of their duties to the core business of the Zoo;

(b) the time being taken at the convenience of Western Plains Zoo

19.3 Study time may be granted to both full and part-time employees. Part-time employees however shall be entitled to a pro-rata allocation of study time to that of a full-time employee.

19.4 Study time may be used for:

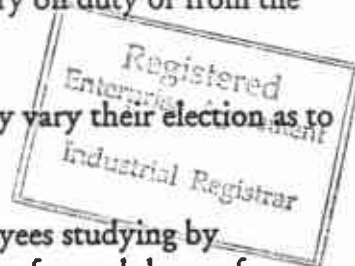
(a) attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or

(b) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or private study; and/or accumulation, subject to the conditions specified in paragraphs (f) to (j) of subclause (xx) of this clause.

19.5 Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-

(a) Face-to-Face — Employees may elect to take weekly and/or accrued study time, subject to the provisions for its grant.

- (b) Correspondence — Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- (c) Accumulation — Employees may choose to accumulate part or all of their study time as provided in paragraphs (f) to (j) of subclause (xx) of this clause.
- 19.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of Western Plains Zoo..
- 19.7 Employees on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the employee and the Zoo.
- 19.8 Where at the commencement of an academic year/semester an employee elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 19.9 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 19.10 Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 19.11 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 19.12 Correspondence Courses — Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/ tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 19.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools..



19.14 Repeated subjects — Study time shall not be granted for repeated subjects.

19.15 Expendable grant — Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.

19.16 Examination Leave — Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.

19.17 The period granted as examination leave shall include:

(a) time actually involved in the examination;

(b) necessary travelling time, in addition to examination leave,

but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.

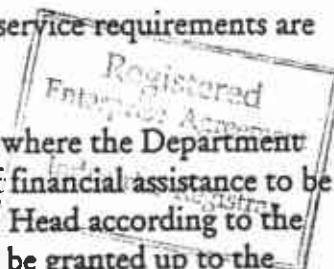
19.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.

19.19 Study Leave — Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.

19.20 All employees are eligible to apply and no prior service requirements are necessary.

19.21 Study leave shall be granted without pay, except where the Department Head approves financial assistance. The extent of financial assistance to be provided shall be determined by the Department Head according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.

19.22 Where financial assistance is approved by the Department Head for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.



19.23 Higher Duties Allowance — Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this subclause.

20. Training

The parties will work together to develop an ongoing training program to ensure a multiskilled workforce.

The training is to be provided on-site and will be available to employees to aid career development and a safe work environment.

21. Maternity Leave

21.1 An employee who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:

- (a) for a period up to 9 weeks prior to the expected date of birth; and
- (b) for a further period of up to 12 months after the actual date of birth.

21.2 An employee who has been granted maternity leave may, with the permission of the General Manager or delegate, take leave after the actual date of birth:

- (a) full-time for a period of up to 12 months; or
- (b) part-time for a period of up to 2 years; or
- (c) as a combination of full-time and part-time over a proportionate period of up to 2 years.



21.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

21.4 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.

21.5 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.

21.6 An employee who:

- (a) applied for maternity leave within the time and in the manner determined by the General Manager or delegate; and
- (b) prior to the expected date of birth, has 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.

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

22. Parental Leave

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

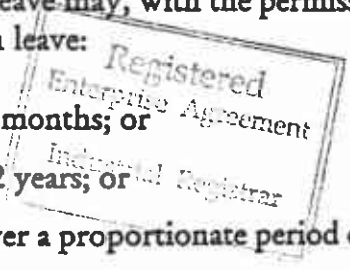
- (a) short parental leave — an unbroken period of up to one week at the time of the birth of the child or other termination of the spouse or partner's pregnancy;
- (b) extended parental leave — for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided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

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

22.3 An employee who has been granted parental leave may, with the permission of the General Manager or delegate, take such leave:

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

22.4 An employee who resumes duty immediately on the expiration of parental leave shall:



- (a) 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
- (b) 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.

22.5 Parental leave shall be granted without pay.

23. Adoption Leave

23.1 An employee adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:

- (a) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- (b) for such period, not exceeding 12 months on a full-time basis, as the General Manager or delegate may determine, if the child has commenced school at the date of the taking of custody.

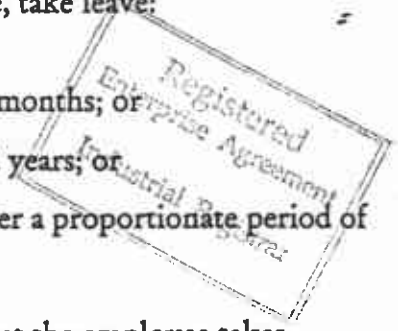
23.2 An employee who has been granted adoption leave may, with the permission of the General Manager or delegate, take leave:

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

23.3 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.

23.4 An employee who resumes duty immediately on the expiration of adoption leave shall:

- (a) 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



- (b) 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.

23.5 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::

- (a) the employee must have applied for adoption leave within the time and in the manner determined by the General Manager or delegate; and
- (b) prior to the commencement of adoption leave, must have completed not less than 40 weeks continuous service.

23.6 Except as provided in paragraph (e) of this subclause, adoption leave shall be granted without pay.

23.7 Special Adoption Leave — A staff member 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.

24. Grievance and Dispute Handling Procedure

24.1 When any dispute or grievance arises at the workplace the employee(s) concerned will take the matter up with their immediate supervisor (this may be the Leading Hand). The supervisor is to be given the opportunity to investigate the matter and provide a response to the grievance or dispute. The supervisor will advise the employee(s) concerned of the time by which some action will commence, as long as it is within 5 working days.

24.2 If the grievance or dispute is not resolved between the employee(s) and their immediate supervisor, or where the matter is of such a nature that it cannot be dealt with, the matter should be raised with the Maintenance Manager. Some action to resolve the matter should be taken within 5 working days.

24.3 If the grievance or dispute is not resolved, or where it is of such a nature that direct discussion would not be appropriate, the employee(s) shall notify the

Association's delegates who shall then take up the matter with the General Manager of Western Plains Zoo. The General Manager will commence some action within 5 working days.

- 24.4 If the claim cannot be settled by the Supervisor or General Manager, the matter will be discussed as soon as practicable between a representative of the Association concerned and appropriate senior management representatives. Such representatives may include staff of the Human Resources Department and some action will commence within 5 working days. If, after such action the matter cannot be resolved the Zoo will provide a response to the employee(s) grievance that will include reasons for the Zoo's decision.
- 24.5 If a claim or dispute is still unresolved it may be referred to the appropriate Industrial Tribunal.
- 24.6 Nothing contained in these procedures will preclude both parties from entering into direct negotiations on any matter.
- 24.7 Whilst these negotiations or procedures are continuing no stoppage of work or other form of limitation of work shall be applied and the Zoo will act within the conditions and principles of this agreement.
- 24.8 The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

25. ANTI-DISCRIMINATION

- 25.1 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.
- 25.2 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.



25.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

25.5 Nothing in this clause is to be taken to affect:

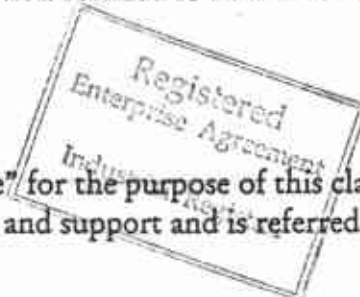
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

25.6 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.

26. CARER'S LEAVE

26.1 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.

26.2 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 26.2 (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 General Manager 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.

26.3. 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 (26.3.1) 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.
- (d) Where no election is made in accordance with the said paragraph (26.3.1), the employee shall be paid overtime rates in accordance with Clause 13 of the agreement..

26.4 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 22 Hours of Work, at the ordinary rate of pay.

27. Structure and Grades

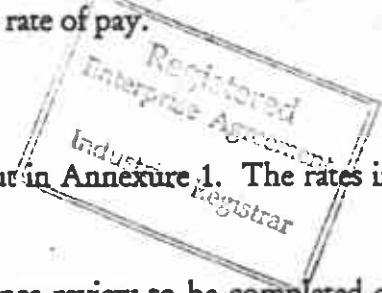
The structure and rates of pay will be those set out in Annexure 1. The rates include the allowance referred to in Clause 9.3.

Progression will be based on an annual performance review to be completed on and effective from 1 July of each year.

- a) Progression from Grade 1 to Grade 2 will be upon the satisfactory completion of 6 months service or relevant experience.
- b) Progression within Grade 2 will be based on the annual performance review.
- c) Progression to Grades 3, 4 and 5 will be by appointment based on a competitive selection process. Vacancies will be advertised internally in the first instance.

28. Definition of Grades

28.1 Grade 1 Less than 6 months relevant experience.



Performs basic tasks in landscaping, horticulture, maintenance and construction. Performance is monitored by close direction and/or continual performance assessment.

Training - will complete Induction Course.

28.2 Grade 2

Level 1 Minimum 6 months relevant experience.

Perform basic tasks in landscaping, horticulture, maintenance and construction under general supervision and direction.

Training - will complete Manual Handling Course, Personal Protective Equipment Awareness Course. Will be prepared to undertake on-the-job training to develop skills relevant to the Zoo.

Level 2 12 months or more of relevant experience.

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

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

Training - will be prepared to undertake on-the-job training to develop skills relevant to the Zoo and may assist in running courses.

Level 3 Minimum 3 years relevant experience.

Highly skilled labourer able to perform a wide range of complex tasks. Able to work unsupervised and usually without detailed instructions.

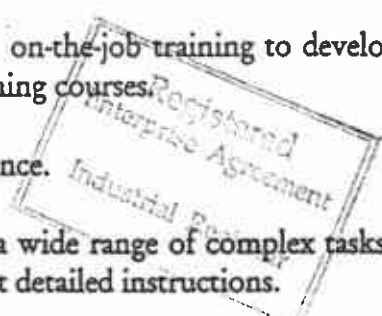
Independent action may be exercised within established work practices.

Training - will be prepared to undertake on the job training to develop skills relevant to the Zoo. May assist in running training courses.

28.3 Grade 3 (Leading Hand)

Level 1

May supervise 1-5 staff, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines. Responsible for basic



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. Will undertake/completed Supervision Training.

28.4 Grade 4 Carpenter, Mechanic, Painter, Plumber

Level 1

Capable of full range of tradespersons duties. Able to work without supervision and capable of supervising staff.

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

Training - completed Trade Certificate, may undertake on-the-job training in basic skills of other trades. May run training courses.

Level 2 (Leading Hand)

May supervise other staff, allocate duties, monitor performance, provide direction on work to be performed.

Responsible for planning, co-ordinating, ordering of stores and general management of all work within a specific trade.

Independent action may be exercised.

Training - completed Trade Certificate, may undertake on-the-job training in basic skills of other trades. May run training courses.

28.5 Grade 5 Supervisor

Supervise staff, allocate duties, monitor performance, provide direction on work to be performed.

Responsible for planning, co-ordinating, ordering of stores and general management of all work within the section.

29. Hours of Work

- 29.1 A total of 152 hours shall be worked in a 4 week cycle. This is to be worked Monday to Friday, 8 hours per day within the bandwidth of 6am to 6pm.
- 29.2 0.4 of one hour each day accrues towards one Allocated Day Off (ADO) within the 4 week cycle which will be paid as though worked.
- 29.3 Any variation to starting and finishing times will be by agreement with the majority of the employees concerned and management. The existing arrangement whereby these hours are varied by agreement to meet work requirements will continue.

30. Allocated Days Off

- 30.1 When an Allocated Day Off (ADO) falls on a Public Holiday, the ADO can be taken on a mutually agreed day within that 4 week cycle.
- 30.2 Any paid leave e.g. 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.
- 30.3 Periods of Leave Without Pay do not accrue any time towards an ADO.

31. Term of Agreement and Review

- 31.1 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 provided by the Industrial Relations Act, 1996.
- 31.2 The parties to this enterprise agreement have entered into a Memorandum of Understanding (MOU) which reflects the terms of agreement and covers a period of four and one half years from 1 January 2000. During the life of the MOU the parties will commence negotiations for a further enterprise agreement three months before the expiration of this agreement.



THIS AGREEMENT IS MADE ON DAY OF 2001

Signed for and on behalf of the

ZOOLOGICAL PARKS BOARD OF NSW


Signature



Printed Name

GLENN SMITH

Witness



Date

22/06/01



Signed for and on behalf of the
employees by the

AUSRALIAN WORKERS UNION, NSW BRANCH

Signature R. K. Comison

(Printed Name) R. K. COMISON

Witness [Signature]

Date 15/6/01



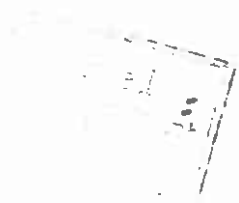
CONSTRUCTION FORESTRY MINING AND ENERGY UNION
CONSTRUCTION AND GENERAL DIVISION
NEW SOUTH WALES BRANCH

Signature Andrew Ferguson

Printed Name ANDREW FERGUSON.

Witness Wason Kelly

Date 23/2/01.



COMMUNICATION, ELECTRICAL, ELECTRONIC, ENERGY,
INFORMATION, POSTAL, PLUMBING AND ALLIED
SERVICES UNION OF AUSTRALIA

Signature Adam Stone

Printed Name ADAM STONE

Witness [Signature]



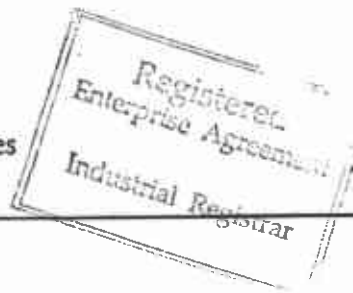
TABLE 1 - RATES OF PAY

| 2% increase per week | From ffpp 1/1/2000 | From ffpp 1/1/2001 |
|--|-----------------------|-----------------------|
| <u>Grade 1</u> Labourer | 572.70 | 584.20 |
| <u>Grade 2</u> Labourer | | |
| Level 1 | 614.50 | 626.80 |
| Level 2 | 626.40 | 638.90 |
| Level 3 | 635.30 | 648.10 |
| <u>Grade 3</u> Labourer | 663.00 | 676..30 |
| <u>Grade 4</u> Carpenter, Motor Mechanic, Painter | | |
| Level 1 | 640.50 | 653.30 |
| Level 2 | 669.50 | 682.90 |
| <u>Grade 4</u> Plumber | | |
| Level 1 | 646.40 | 659.30 |
| Level 2 | 676.00 | 689.50 |
| <u>Grade 5</u> | 711.90 | 726.10 |

Registered
Enterprise Agreement
Industrial

TABLE 2 - OTHER ALLOWANCES

| Item No. | Clause No. | Brief Description | As at fipp 1/1/2000 |
|-----------------|-------------------|--|--|
| 1 | 9.2 | Disability Allowance | \$15.50 p.w. |
| 2 | 9.4 | Tool Allowances - Carpenter - Motor Mechanic - Painter - Plumber | As at 20/9/00 \$19.70 p.w. \$19.70 p.w. \$ 4.90 p.w. \$19.70 p.w. |
| 3 | 9.4. | Insurance of Tools | \$1,146.00 |
| 4 | 9.5 | 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 | \$27.36 p.w. \$27.36 p.w. \$23.18 p.w. \$37.24 p.w. \$37.24 p.w. \$51.68 p.w. |
| 5 | 9.6 | Plumber's Certificate of Registration | \$20.90 p.w. |
| 6 | 9.7 | Leading Hands Allowance - Grades 1 and 2 and Grade 4 (Level 1 only) i) 2-5 employees ii) 6-10 employees iii) more than 10 employees | As at 1/1/00 \$25.40 pw \$32.50 pw \$42.50 pw |
| 7 | 9.7 | Leading Hands Allowance - Grades 1 and 2 and Grade 4 (Level 1 only) i) 1-5 employees ii) 6-10 employees iii) more than 10 employees | As at 1/1/01 \$25.90 \$33.20 \$43.40 |
| 8 | 9.9 | Refuse and Toilet Allowance | As at 1/1/00 \$1.60 per day |
| 9 | 9.10 | First Aid Allowance | \$8.40 p.w. |
| 10 | 9.11 | Laundry Allowance | \$3.20 p.w. |
| 11 | 14.8 | On Call Allowance | 54c per hour |



| Item No. | Clause No. | Brief Description | As at fpp 1/1/2000 |
|----------|------------|-------------------------|----------------------------|
| 12 | 14.10 (B) | Overtime Meal Allowance | From 13/9/00 \$17.90 |

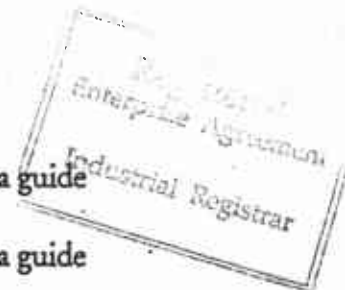
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Attachment 1

CONDITIONS OF EMPLOYMENT CONTAINED IN THE NSW PUBLIC SERVICE PERSONNEL HANDBOOK AS THEY APPLY TO WORKS AND TRADES STAFF OF WESTERN PLAINS ZOO.

The following table prescribes the conditions of employment for employees covered by this agreement, that have been adopted from the provisions of the Crown Employees (Public Service Conditions of Employment 1997) Award and other public sector industrial instruments or policies as contained in the NSW Public Service Personnel Handbook.

| <u>SECTION</u> | <u>PERSONNEL HANDBOOK</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 Taxes | 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) Award 1997 provisions in respect of Annual Leave and Compensation for Saturdays, Sundays and Public Holidays Yes

C.E. (Public Service Conditions of Employment) Award 1997 provisions re flexible working hours schemes No

Part 2

Allowances

2 Composite Allowance

3 Cost of Travel To and From Work Used as a guide

4 Forage Allowance No

5 Remote Areas Allowances



- | | | |
|---|---|-----------------|
| 6 | Travelling/Meal Allowances - Attendance at Examinations | Used as a guide |
| 7 | Semi-Official Telephone Subsidy | No |
| 8 | Community Language Allowance Scheme | No |
| 9 | 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

- | | | |
|---|--|---|
| 2 | Extended Leave | Yes |
| 3 | Leave Without Pay | Used as a guide |
| 4 | Recreational Leave and Annual Leave | Used as a guide |
| | Loading | |
| 5 | Short Leave | Used as a guide |
| 6 | Sick Leave | Quantum - yes Policy - no see attachment 2 |
| 7 | Special Leave | Used as a guide |
| 9 | Trade Union Activities & Employee Representation | Used as a guide |



Division 3

Part 1 - Code of Conduct

- | | | |
|---|-----------------------------------|----------------------|
| 1 | NSW Public Sector Code of Conduct | No, see attachment 3 |
|---|-----------------------------------|----------------------|

Part 2

- | | | |
|---|-----------------------|----------------------|
| 1 | Discipline Guidelines | No, see attachment 3 |
|---|-----------------------|----------------------|

| | | |
|---|--|----------------------|
| 2 | The Discipline Process | No, see attachment 3 |
| 3 | Punishment | No, see attachment 3 |
| 4 | Conduct and Discipline - Related Matters | No, see attachment 3 |
| 5 | Procedures | No, see attachment 3 |
| 6 | Appeal Procedures | No |
| 7 | Flow Charts | No |
| 8 | Pro Forma Document | No |