

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/32

**TITLE: Western Plains Zoo Employees - Zoological Parks Board of NSW
Enterprise Agreement 2003**

I.R.C. NO: IRC3/4976

DATE APPROVED/COMMENCEMENT: 11 November 2003

TERM: 7

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/215

GAZETTAL REFERENCE: 13 February 2004

DATE TERMINATED:

NUMBER OF PAGES: 26

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Zoological Parks Board of NSW, located at Bradleys Head Rd, Mosman NSW 2088, engaged in the classifications of Labourers; Labourer (Leading Hands); Tradespersons; Apprentice Tradespersons; Tradesperson (Leading Hands); Works & Trades Supervisor; Cleaners; Cleaner (Leading Hands); Cleaning Supervisor; and Customer Service Attendants at Western Plains Zoo (Obley Rd, Dubbo NSW), who fall within the coverage of the Crown Employees (Skilled Trades) Award; General Construction and Maintenance, Civil and Mechanical Engineering & C (State) Award; and Miscellaneous Workers' General Services (State) Award

PARTIES: Zoological Parks Board of New South Wales -&- the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch) , The Australian Workers' Union, New South Wales, The New South Wales Plumbers and Gasfitters Employees' Union

Western Plains Zoo Employees - Zoological Parks Board of New South Wales
Enterprise Agreement 2003

1. Title

This Agreement is the Western Plains Zoo Employees - Zoological Parks Board of NSW Enterprise Agreement 2003.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions
4.	Parties to the Agreement
5.	Application
6.	Operation of Agreement
7.	Objectives
8.	Savings Clause
9.	No Extra Claims
10.	Availability of Agreement
11.	Dispute and Grievance Resolution
12.	Workplace Flexibility and Multiskilling
13.	Types of Employment
13.2	Permanent Employees
13.3	Temporary Employees
13.4	Full-time Employees
13.5	Part-time Employees
13.6	Casual Employees
14.	Multiple Contracts
15.	Probation
16.	Conditions of Employment
17.	Wage Increase
18.	Payment of Wages
19.	Classifications and Grading
19.3	Apprentice
19.4	Labourer
19.5	Labourer (Leading Hand)
19.6	Tradesperson - Carpenter, Mechanic, Painter, Plumber
19.7	Tradesperson - Carpenter, Mechanic, Painter, Plumber (Leading Hand)
19.8	Works & Trades Supervisor
19.9	Cleaner
19.10	Cleaner (Leading Hand)
19.11	Cleaning Supervisor
19.12	Customer Service Attendant
20.	Grade Progression and Appointment
21.	Allowances
21.4	Tool Allowance
21.5	Licence Allowance
21.6	Registration Allowance
21.7	Leading Hand Allowance (Works & Trades)
21.8	First Aid
21.8.3	First Aid Allowance
21.8.4	Occupational First Aid Allowance
21.9	Special Rates
21.10	Works
21.11	Laundry Allowance
21.12	Disability Allowance
21.13	On Call (Standby) Allowance

- 21.14 Higher Duties Allowance
 - 21.14.1 Cleaners
 - 21.14.2 Other
 - 21.15 Cleaning Allowances
- 22. Insurance of Tools
- 23. Rosters
- 24. Hours of Work
 - 24.1 Ordinary Hours
 - 24.2 Relief Cleaning Work undertaken outside Works & Trades Ordinary Hours
 - 24.3 Rostered Days Off
- 25. Absences
- 26. Penalty Rates
- 27. Overtime
- 28. Rest Period
- 29. Call Back
- 30. Overtime Meal Allowances and Breaks
 - 30.1 Overtime Meal Allowances
 - 30.5 Overtime Meal Breaks
- 31. Washing Up Time
- 32. Annual Leave and Loading
- 33. Meal and Morning Tea Breaks
- 34. Public Holidays and Picnic Days
- 35. Contractors & Volunteers
- 36. Anti-discrimination
- 37. Delegates and Trade Union Activities
 - 37.1 Right of Entry of Union Officials
 - 37.2 Delegates

SCHEDULE 1 - RATES OF PAY (WEEKLY)

SCHEDULE 2 - ALLOWANCES

SCHEDULE 3 - CONDITIONS OF EMPLOYMENT

3. Definitions

"Agreement" means the Western Plains Zoo Employees - Zoological Parks Board of NSW Enterprise Agreement 2003, together with its Schedules.

"Board" means the Zoological Parks Board of New South Wales, a declared authority under the *Zoological Parks Board Act 1973* and *Zoological Parks Board Amendment Act 2000*.

"Ordinary hours" means up to 152 hours per designated period of 28 continuous days that an employee is rostered for ordinary hours work, and is not paid overtime.

"Supervisor" means a person who supervises employees covered by this Agreement at Western Plains Zoo.

"Western Plains Zoo" means Western Plains Zoo, Obley Road, Dubbo, New South Wales.

"Union/s" means a Union/s party to this Agreement.

4. Parties to the Agreement

4.1 This Agreement is made in accordance with the provisions of Chapter 2 Part 2 of the New South Wales *Industrial Relations Act 1996* and is in accordance with the Principles for approving enterprise agreements as provided by section 33(1) of the Act.

4.2 The Agreement is binding on:

Zoological Parks Board of New South Wales

Australian Workers Union, New South Wales

New South Wales Plumbers and Gasfitters Employees Union.

Construction, Forestry, Mining and Energy Union, New South Wales Branch

Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch

Employees covered by this Agreement as prescribed in Clause 5.1.

5. Application

5.1 The Agreement applies to and is binding on permanent, temporary and casual employees, employed on either a full-time, part-time or casual basis at Western Plains Zoo as Labourers, Labourer (Leading Hands), Tradespersons, Apprentice Tradespersons, Tradesperson (Leading Hands), Works and Trades Supervisor (collectively known as Works & Trades), Cleaners, Cleaner (Leading Hands), Cleaning Supervisor and Customer Service Attendants.

5.2 This Agreement shall totally regulate the terms and conditions of employment previously regulated by:

- (i) Works and Trades Employees, Western Plains Zoo - Zoological Parks Board of NSW Enterprise Agreement 2000
- (ii) Cleaning, Multipurpose Operations and Security Employees - Zoological Parks Board of New South Wales Enterprise Agreement (in respect of Cleaners at Western Plains Zoo only)
- (iii) Crown Employees (Skilled Trades) Award
- (iv) General Construction and Maintenance, Civil and Mechanical Engineering & C (State) Award
- (v) Miscellaneous Workers' General Services (State) Award.

6. Operation of Agreement

6.1 The Agreement has effect on and from the date of certification by the Industrial Relations Commission of New South Wales and will remain in effect for a nominal term up to and including 30 June 2004, unless varied or terminated earlier by the provisions provided in the *Industrial Relations Act 1996*.

6.2 The parties will meet 6 months prior to the expiration of this Agreement to develop a timeframe for the negotiation of a new Agreement. Unless this Agreement is formally terminated, or notice of intention to do so is given, the Agreement will remain in force until it is superseded by a new Agreement.

7. Objectives

7.1 The parties to the Agreement are committed to the objectives of the Agreement.

7.2 Through the provisions of the Agreement, the Board is seeking to enhance the achievement of its vision and mission by improving workplace efficiencies and the productive, co-operative and harmonious workplace of Western Plains Zoo. It also aims to provide training and development opportunities, improved flexibility of jobs and duties, and a safe work environment.

8. 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.

9. No Extra Claims

- 9.1 During the nominal term of the Agreement, the parties agree not to pursue any further claims in relation to matters covered by the Agreement.
- 9.2 The pay increases provided by this Agreement are premised on the basis that there shall be no new salaries or conditions claims arising from negotiations of productivity and efficiency improvements covered by the Memorandum of Understanding entered into between the parties in 2001.

10. Availability of Agreement

The master copy of the Agreement will be kept in the Human Resources Division at Taronga Zoo and a copy in the office of the General Manager, Western Plains Zoo. A copy of this Agreement will be made available to all existing and new employees covered by this Agreement for their own purposes.

11. Dispute and Grievance Resolution

- 11.1 The objective of the procedures contained in this clause, is the prevention of or timely resolution of disputes and grievances at the level they occur in the workplace, through the provision of information, consultation, co-operation and negotiation.
- 11.2 The parties to the Agreement agree that every effort will be made to resolve any grievance or dispute amicably between the parties as quickly as practicably possible and shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.
- 11.3 Without prejudice to any party, whilst these negotiations or procedures are continuing, no stoppage of work or other form of limitation of work shall be applied and the parties will act within the conditions and principles of this Agreement.
- 11.4 Where a bona fide and critical occupational health, safety and environment issue exists, an employee shall not work in an unsafe environment and where appropriate, accept alternative suitable work while the procedures contained in this clause are applied. The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.
- 11.5 All parties involved in the procedures contained in this clause must receive at least 24 hours notice of any meeting they are required to attend.
- 11.6 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.
- 11.7 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 Manager. Some action to resolve the matter should be taken within 5 working days.
- 11.8 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 relevant Union delegate who shall then take up the matter with the General Manager, Western Plains Zoo or his/her delegate. The General Manager or his/her delegate will commence some action within 5 working days.
- 11.9 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 Union concerned and appropriate senior management representatives. Such representatives may include staff of the Human Resources Division and some action will commence within 5 working days. If, after such action the matter cannot be resolved the

Board will provide a response to the employee(s) grievance that will include reasons for the Board's decision.

- 11.10 Only when all of the above procedures contained in this clause have been exhausted and the dispute or grievance remains unresolved, either party may submit the dispute to the Industrial Relations Commission of New South Wales.
- 11.11 Nothing contained in these procedures will preclude both parties from entering into direct negotiations on any matter.

12. Workplace Flexibility and Multiskilling

- 12.1 The parties agree to work together to ensure workplace flexibility and multiskilling so that employees can perform a wide range of duties. Such duties will include work that is incidental or peripheral to their main duties.
- 12.2 The parties will work together to develop an ongoing training program to ensure a multiskilled and safe workforce. Employees will be trained in basic skills that were previously regarded as the work of the various trades. The Board will support employees obtaining transferable accreditation and recognized certificates where it is relevant to their work and organisational requirements.
- 12.3 Demarcation barriers are to be abolished and as such:
- (i) The Board 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.
 - (ii) The Board 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.
 - (iii) Any direction issued by the Board as above in subclause 12.3 (i) and (ii), shall be consistent with the *Occupational Health and Safety Act 2000*.
- 12.4 In particular, employees of all classifications will participate in performing relief duties when other employees are on leave. Such relief duty will be consistent with clause 12.3 (i), (ii) and (iii), e.g., Works & Trades employees will perform cleaning duties while Cleaners will perform labourer duties within their skill, competence and training.
- 12.5 Employees will be required to undertake relief duties as required to cover any absences of Works & Trades and Cleaning employees and in times of emergencies.

Relief Cleaning Duties

- 12.6 Works & Trades employees performing relief cleaning duties will be paid at their own wage rate. If employees work on relief cleaning duties for a period of time that includes hours outside their ordinary hours, the relevant penalty contained in clause 26 will be paid.
- 12.7 Where relief cleaning duties arise through an emergency inside 7 days, this will generally be addressed by the working of overtime, however may form part of ordinary hours by mutual agreement between the employee and their Supervisor. There may be instances where a casual Cleaner will be used.
- 12.8 Employees will fully co-operate with other employees (including those not covered by this Agreement) in ensuring there are no artificial demarcations in work. Where employees 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 practices. Such minor maintenance works will be undertaken only with the approval of the relevant maintenance supervisor.

13. Types of Employment

13.1 Employees under the Agreement shall be engaged on a full-time or part-time basis, in a permanent or temporary capacity or, on a casual basis. The parties acknowledge that employees may be required by the Board to perform their duties on sites other than Western Plains Zoo from time to time.

13.2 Permanent Employees

Permanent employment is continuing in nature and subject to a probationary period on appointment to the Board in accordance with clause 15 of the Agreement.

A permanent employee must give a minimum of 2 weeks notice to the Board of their intention to resign or retire.

13.3 Temporary Employees

Temporary employment differs from permanent employment in that the period of employment is finite, not continuing. Temporary employment may be terminated by one week's notice by either the Board or the employee.

Employees under such a contract of employment shall be clearly advised in writing of this employment state.

Temporary employees receive the same remuneration as permanent employees for the duration of their employment, but may be paid an allowance of 1/12 of base salary in lieu of annual leave by agreement between the employee and the Board.

13.4 Full-time Employees

The ordinary hours of work for full-time employees shall average 38 hours per week, comprising of a total of 152 ordinary hours during a designated period of 28 continuous days that an employee is rostered for ordinary hours work, and is not paid overtime.

13.5 Part-time Employees

The terms and conditions of part-time work will be on a pro-rata basis, based on the entitlements of a full-time employee. The hourly rate will be calculated at the appropriate weekly wage in accordance with Schedule 1 of the Agreement, divided by 38. Part-time employees may be employed on a permanent or temporary basis.

The number of hours per week to be worked by a part-time employee shall be mutually agreed to between the employee and the Board, provided that the minimum number of hours worked shall not average less than 32 hours per designated period of 28 continuous days.

The Board may vary the pattern of hours of a part-time employee by giving 7 days written notice or by mutual agreement between the employee and their Supervisor.

13.6 Casual Employees

Employees engaged on a casual basis are those which are engaged to perform work by the hour and paid on an hourly basis, employed by the Board on a short or irregular basis, which the Board has no intention of continuing employment, and the employee has no reasonable expectation of continuing employment.

Casual employees will receive a 10% loading in addition to the rates of pay prescribed in Schedule 1 of the Agreement. This loading is not payable on overtime or when penalty rates in accordance with clause 26 are payable. This loading is to compensate employees for leave, excluding long service leave, and the casual nature of their employment.

The Board shall not employ casual cleaning employees paying the loading specified in this Agreement. Should casual cleaning employees be engaged they shall be paid a casual loading in accordance with the Miscellaneous Workers' General Services (State) Award.

Casual employment may be terminated by one hour's notice by either the Board or the employee.

A casual employee shall be rostered for a minimum shift of 3 hours.

- 13.7 Nothing in this Agreement shall affect the right of the Board to dismiss an employee in accordance with the Board's Disciplinary Procedures.
- 13.8 The Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001* will override any conditions of employment for Apprentices otherwise prescribed in the Agreement.

14. Multiple Contracts

- 14.1 Employees may be engaged by the Board under more than one type of employment referred to in clause 13 of the Agreement, or the same type of employment but different classification. Such arrangements are subject to being made under separate and distinct contracts of employment where one does not attract penalties in relation to the other and each stands alone with respect to the application of this Agreement or other industrial instruments to which the Board is a party.
- 14.2 An employee shall not be engaged under multiple contracts for work relating to the employee's area of expertise where such work would normally attract the payment of overtime or penalties.

15. Probation

- 15.1 All permanent employees upon their appointment with the Board, will have a probationary period.
- 15.2 The period of probation is a trial period of the employee's ability to satisfactorily perform the required tasks of their position and shall be for a period of 6 months. This initial probationary period may be extended by the Board for a further probationary period of not more than 6 months where the employee has been advised that the performance of their tasks has not been satisfactory and has been provided with an opportunity to achieve satisfactory performance within the initial 6 month probationary period.
- 15.3 During the probationary period, employment may be terminated by the Board with one week's notice.

16. Conditions of Employment

Certain conditions of employment, including Maternity Leave, Parental Leave, Adoption Leave and Carer's Leave which were previously contained in the Works and Trades Employees - Western Plains Zoo - Zoological Parks Board of NSW Enterprise Agreement and the Cleaning, Multipurpose Operations and Security Employees - Zoological Parks Board of New South Wales Enterprise Agreement (in respect of Cleaners at Western Plains Zoo) are now provided for by employment policies. Other conditions of employment are also provided for by the policies in Schedule 3 of this agreement. These employment policies are not incorporated by this agreement, and will apply as in force from time to time.

17. Wage Increase

- 17.1 This Agreement provides for increases to the annual wage rates of employees in exchange for improved efficiencies and productive workplace arrangements that are in place at the time of entering into the Agreement in accordance with the Memorandum of Understanding entered into by the parties in 2001. The following wage increases will be effective from the first full pay period commencing on or after the dates specified below after the Agreement is certified by the Industrial Relations Commission of New South Wales:
 - (i) 3% from the 1 January 2002
 - (ii) 4% from 1 January 2003

(iii) 5% from 1 July 2003

- 17.2 The wage increase prescribed in subclause 17.1(i), will be paid to employees from the due date.
- 17.3 The wage increases prescribed in subclauses 17.1(ii) and 17.1(iii) will be paid to employees from the first full pay period commencing on or after certification of the Agreement and the applicable effective date.
- 17.4 Schedule 1 of the Agreement prescribes the rates of pay to be paid to employees in each classification and grade following the wage increases prescribed in this clause.

18. Payment of Wages

- 18.1 Wages shall be paid fortnightly to employees and paid by direct deposit into a recognised financial institution bank account nominated by the employee.
- 18.2 The Board shall provide to each employee a pay advice docket.
- 18.3 When a Public Holiday occurs 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, such arrangement arising from the need to process the payroll in advance of the normal timeframe.

19. Classifications and Grading

- 19.1 The structure and rates of pay for employees covered by this Agreement at Western Plains Zoo will be those set out in Schedule 1 of the Agreement.
- 19.2 The provisions of this clause 19 shall not limit the Board from allocating to employees other duties consistent with clause 12 - Workplace Flexibility and Multiskilling of the Agreement, or, with written advice, changing the expected nature and mix of duties consistent with the classification structure.
- 19.3 Apprentice

Apprentices will be paid in accordance with Schedule 1 of the Agreement. Progression will be based on satisfactory completion of the relevant year of the apprenticeship training.

- 19.4 Labourer

Level 1

Less than 12 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.

Level 2

Minimum 12 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 3

2 years or more 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 4

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.

19.5 Labourer (Leading Hand)

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.

19.6 Tradesperson - Carpenter, Mechanic, Painter, Plumber

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.

19.7 Tradesperson - Carpenter, Mechanic, Painter, Plumber (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.

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

19.8 Works & Trades Supervisor

The requirements of Works & Trades Supervisor are:

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.

Independent action may be exercised.

Required to liaise with senior staff in other sections to ensure a co-ordinated approach to work.

Training - will undertake available management courses and training.

Ensure asset maintenance work contributes to the presentation, safety, operation and maintenance of Western Plains Zoo facilities, grounds and exhibits.

Verify the work is completed appropriately and achieves Board standards.

Manage, guide, develop and support allocated team members to achieve individual and Board goals.

Drive the team's adoption of an enhanced customer focused approach.

Ensure employees under their leadership adhere to all Board policies, including occupational health, safety and environment requirements and the Code of Conduct.

19.9 Cleaner

Level 1

The requirements of Cleaner Level 1 are:

Less than 12 months relevant experience.

Perform cleaning work of any description on Board premises for the greater part of any shift worked, including any of the following tasks, or combination of tasks as directed by the Board, some of which will require the operation of mechanical or other forms of cleaning equipment for which the employee possesses relevant experience or training:

distributing and maintaining toilet and other requisites and cleaning materials in buildings or establishments;

carpet cleaning - operating equipment used in any or all of the following methods: powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly referred to as 'steam cleaning');

cleaning windows on the exterior of multi-storied buildings from swinging scaffolds, bosun's chairs, hydraulic bucket trucks or similar devices;

operating 'ride-on' powered sweeping machines;

operating steam cleaning and pressure washing equipment on the exterior of buildings;

bringing into or maintaining Board premises in a clean condition, whatever may be the nature of the employee's other duties;

performing customer or public relations or other duties as required.

Performance monitored by close supervision.

Undertake relevant training as provided and required by the Board.

Level 2

In addition to the requirements of Cleaner Level 1, employees must fulfill the following requirements as Cleaner Level 2:

More than 12 months relevant experience.

Performance monitored by close supervision.

Undertake relevant training as provided and required by the Board Level 3

In addition to the requirements of Cleaner Level 2, employees must fulfill the following requirements as Cleaner Level 3:

Performance monitored by supervision.

Completed relevant and required training as provided by the Board at Cleaner Level 2.

19.10 Cleaner (Leading Hand)

In addition to the requirements of Cleaner Level 3, employees must fulfill the following requirements as Cleaner (Leading Hand).

Provide support and relief when required to the Cleaning Supervisor.

Assist Cleaning Supervisor/s in general supervision of Level 1, 2 and 3 cleaning duties.

Perform tasks without supervision.

Lead a team of cleaners.

Order supplies and perform administrative tasks as required.

19.11 Cleaning Supervisor

The requirements of the Cleaning Supervisor are:

Perform the cleaning duties of Cleaner or Cleaner (Leading Hand), as required.

Ensure the clean presentation of the Board's premises by directing, co-ordinating and prioritising the work of cleaners.

Provide ongoing advice to the Cleaning Manager for the preparation of rosters and ensure their implementation.

Verify the work of Cleaners is completed appropriately and achieves Board standards.

Supervise and lead cleaning employees.

Order supplies and receive deliveries;

Maintain building/s or section/s of Western Plains Zoo.

Maintain cleaning equipment.

Operate computer equipment and maintain records as required.

19.12 Customer Service Attendant

The requirements of Customer Service Attendant may include but are not limited to the following:

Facilitate the hiring of bicycles and motorised carts to visitors, including the non-mechanical maintenance, provision and storage of bicycles, motorised carts, helmets, and baskets; and identify any mechanical maintenance that is required to be performed.

Perform financial transactions, including the operation of a cash register; collection, return and check of float/s; and processing of credit card transaction.

Provide information and assistance to visitors, including distributing event information/maps and other value-adding customer activities.

Provide visitors with hire forms and operational instructions; and assist visitors in fitting equipment, completing forms, and checking equipment upon its return.

Maintain bicycle and motorised carts and hire station in a clean and presentable manner.

Note: Licensed drivers only are to operate motorised carts.

20. Grade Progression and Appointment

- 20.1 All progressions within classifications are subject to a satisfactory performance review at the employee's current level in accordance with the Board's Performance Management procedure.
- 20.2 Progression from level to level of any classification specified in this Agreement, will be considered on the employee's anniversary of commencing in the role and is subject to satisfactory service and the requirements of the current level having been achieved, subject to subclause 20.3. (The exception to this will be progression within Labourer classification, which will be on the anniversary of the previous progression for those employed in this classification prior to the certification of this Agreement.)
- 20.3 Progression will be based on an annual performance review to be completed on and effective from 1 July of each year or birth date where age rates apply.
- 20.4 Labourer (Leading Hand), Tradesperson, Tradesperson (Leading Hand) Works & Trades Supervisor, Cleaner (Leading Hand) and Cleaning Supervisor will be by appointment based on a competitive selection process.
- 20.5 Progression within the rates prescribed for the years of service for Apprentice Tradespersons will be in accordance with the Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001*.
- 20.6 On appointment, relevant experience will be considered in determining the grade to which the employee is appointed.
- 20.7 Appointments will be based on a merit selection process. Vacancies will be advertised internally in the first instance above base grade.

21. Allowances

21.1 Schedule 2 of the Agreement prescribes the types and quantum of allowances to be paid to employees during the life of this Agreement where the employee is entitled to receipt of same in accordance with this clause 21.

21.2 With the exception of:

- (i) Labourer and Tradesperson Leading Hand Allowances when not appointed as a Leading Hand (subclause 21.7)
- (ii) First Aid Allowance (subclause 21.8.1)
- (iii) Occupational First Aid Allowance (subclause 21.8.2)
- (iv) Laundry Allowance (subclause 21.11)
- (v) Disability Allowance (subclause 21.12)
- (vi) On Call (Standby) Allowance (subclause 21.13)

the following allowances will be paid for all purposes except separation:

- (viii) Tool Allowance (subclause 21.4)
- (ix) Licence Allowance (subclause 21.5)
- (x) Registration Allowance (subclause 21.6)

21.3 Where an allowance is specified as a weekly rate and an employee who is entitled to the allowance is employed on a part-time or casual basis for less than 38 hours per week, the allowance shall be paid on a pro rata basis by dividing the weekly rate by 5 for a shift rate to a maximum of 5 shifts per week.

21.4 Tool Allowance

The tool allowances as set out in Item 1, Table 1, Schedule 2 of the Agreement shall be paid to Tradespersons and Apprentice Tradespersons in recognition of the fact that they provide and maintain their own hand tools. The allowance shall be paid for all purposes as a flat rate for all hours worked.

21.5 Licence Allowance

The licence allowances set out in Item 2, Table 1, Schedule 2 of the Agreement shall be paid to Tradespersons when required to hold the prescribed licence/s, with the exception of plumber, gasfitter and drainer licences which will be paid only when the relevant licence is held and acted upon.

The allowance shall be paid for all purposes as a flat rate for all hours worked.

21.6 Registration Allowance

A plumber who is required to be the holder of a Certificate of Registration shall be paid an allowance as set out in Item 3, Table 1, Schedule 2 of the Agreement.

The allowance shall be paid for all purposes as a flat rate for all hours worked.

21.7 Leading Hand Allowance (Works & Trades)

Employees who are employed as Works & Trades Labourers or Tradespersons (excluding Leading Hands) who are required to be in charge of other employees for a period of 5 consecutive working days or greater shall be paid the allowances set out in Items 4 and 5, Table 1, Schedule 2 of the Agreement respectively.

As Labourer (Leading Hand) and Tradesperson (Leading Hand) have a Leading Hand Allowance incorporated in the wage rates, employees in these classifications in charge of more than 5 employees for 5 consecutive working days or greater shall receive the difference between the allowance at point i) and the appropriate allowance at point ii) as set out Items 4 and 5, Table 1, Schedule 2 of the Agreement respectively.

A rostered 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.

21.8 First Aid

21.8.1 A standard first aid kit shall be provided and maintained by the Board in accordance with Chapter 2 of the Occupational Health and Safety Regulations 2001. In the event of any serious accident happening to any employee whilst at work, the Board, at its own expense, shall provide transport to the nearest hospital or doctor.

21.8.2 As determined by the Board from time to time, the Board will invite applications for Senior and Occupational First Aid Officers via the staff development application process.

21.8.3 First Aid Allowance

An employee who is a qualified first aid officer and who is required to carry out the duties of a qualified first aid officer shall be paid an additional amount as set out in Item 6, Table 1, Schedule 2 of the Agreement.

21.8.4 Occupational First Aid Allowance

An Occupational First Aid allowance as set out in Item 7, Table 1, Schedule 2 of the Agreement shall be paid to an employee who is appointed as a Senior and Occupational First Aid Officer as a result of this process.

21.8.5 The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave that exceeds 4 weeks.

21.8.6 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.

21.9 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 not covered by this Agreement eg dirt money, height money, chokage, wet work etc.

21.10 Works

This allowance has previously 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.

21.11 Laundry Allowance

Where a uniform is required to be worn, and the cost of any laundering is not borne by the Board, a laundry allowance shall be paid as set out in Item 8, Table 1, Schedule 2 of the Agreement.

21.12 Disability Allowance

Employees shall be paid an allowance at a weekly rate as set out in Item 9, Table 1, Schedule 2 of the Agreement. This allowance compensates for working conditions at Western Plains Zoo particularly where employees are often required to work in the field without ready access to amenities.

21.13 On Call (Standby) Allowance

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 10, Table 1, Schedule 2 of the Agreement.

21.14 Higher Duties Allowance

21.14.1 Cleaners

Cleaners who are required to act in the position of Cleaner (Leading Hand) or Cleaning Supervisor shall be remunerated at the following rates:

(i) If required to act in the position for less than 2 weeks, the Cleaner will be paid an allowance of 50% of the difference between their own rate and the rate of Cleaner (Leading Hand) or Cleaning Supervisor (whichever is applicable) in recognition of the full duties of Cleaner (Leading Hand) or Cleaning Supervisor not being performed.

(ii) If required to act in the position for a period of 2 weeks or more, the Cleaner will be paid an allowance of 100% of the difference between their own rate and the rate of Cleaner (Leading Hand) or Cleaning Supervisor (whichever is applicable) in recognition of the full duties of Cleaner (Leading Hand) or Cleaning Supervisor being performed.

21.14.2 Other

Where an employee is required by the relevant manager to relieve in a position attracting a higher remuneration and the employee performs the required duties during the designated period of relief, a higher duties allowance will be paid to the employee where the period of relief actually worked is 5 consecutive working days or greater.

The higher duties shall be an amount equal to the difference between the base salary of the relief position and the ordinary salary of the relieving employee's substantive position.

Where during the period of relief only a portion of the duties associated with the position are required to be performed, pro rata higher duties allowance will be paid as determined by the relevant manager.

Prior to the commencement of the relieving period, the relevant manager will discuss with the relieving employee the full duties of the position; those duties required to be undertaken during the relief period; the criteria determining the percentage of the allowance; and the delegation of the position that can be exercised during the period of relief.

Higher duties will only be paid for the periods actually worked in excess of 5 consecutive working days and will not be paid on leave except where the employee has been relieving in the position for a period in excess of 12 months.

21.15 Cleaning Allowances

Built into the wages of Cleaners is a component that is paid in lieu of any claims for special rates not covered by this Agreement eg: refuse, multi purpose machine and toilet allowances.

22. Insurance of Tools

- 22.1 The Board shall insure and keep insured against loss or damage by fire whilst on Western Plains Zoo premises, such tools of Works & Trades employees as are used in the course of employment.
- 22.2 The employee, if requested, shall furnish the Board with a comprehensive list of the tools referred to in subclause 22.1.
- 22.3 An employee shall be entitled to reimbursement by the Board for loss of tools up to the value of \$1,215 when the tools as prescribed in subclause 22.1 are lost by theft from a breaking and entering during or outside ordinary working hours whilst the tools are stored at the Board's direction on the job.

23. Rosters

- 23.1 Hours of work may be varied in accordance with this Agreement. Employees may be rostered to suit the requirements of the workplace.
- 23.2 The Board will prepare rosters that are fair and equitable and meet equal employment opportunity and occupation, health, safety and environment requirements. In rostering employees, consideration will be given to the preferences and personal commitments of individuals.
- 23.3 In developing a roster for the next period, the Board and employees will have regard to the roster for the previous period.
- 23.4 Rosters will be prepared 7 days in advance. Changes to published rosters may be made inside 7 days by mutual agreement between the Supervisor and the employee.

24. Hours of Work

24.1 Ordinary Hours

- 24.1.1 The ordinary hours of employees shall be 152 hours worked during a designated period of 28 continuous days.
- 24.1.2 For Works & Trades employees, ordinary hours shall be worked in 19 eight hour shifts, Monday to Friday (inclusive) between 5:00 am and 7:00pm, except as provided for in subclause 24.2.
- 24.1.3 After completion of probation and by mutual agreement between the employee and the relevant manager, Works & Trades employees may elect to work ordinary hours at times outside those specified in subclause 24.1.2. Such election shall not attract any penalties.
- 24.1.4 For Cleaning employees, the ordinary hours of work shall average 38 hours per week, comprising of a total of 152 hours ordinary hours worked during a designated period of 28 continuous days. Within this period there shall be a maximum of 19 shifts and a minimum of 16 shifts worked by an employee, with shifts ranging between 6 and 10 hours duration. A single shift may only be broken by a 30 minutes unpaid meal break, except by mutual agreement.
- 24.1.5 Paid overtime hours do not count towards the 152 ordinary hours total.
- 24.1.6 Within an ordinary hours rostered shift an unpaid meal break of 30 minutes shall be taken no later than after every 5 hours worked within the shift.

- 24.1.7 Except as provided for in subclauses 24.1.3 and 24.2 any work performed by the Works & Trades employees outside of the hours specified in 24.1.2 will be paid at the appropriate overtime rate in accordance with clause 27 of the Agreement.
- 24.2 Relief Cleaning Work undertaken outside Works & Trades Ordinary Hours
- 24.2.1 This subclause 24.2 only applies to Works & Trades employees performing relief cleaning work.
- 24.2.2 Employees required to work ordinary hours outside Monday to Friday (inclusive) 5:00am to 7:00pm to undertake relief cleaning work shall be paid for all time so worked in accordance with clause 26.
- 24.3 Rostered Days Off
- 24.3.1 In addition to weekends and Public Holidays, Works & Trades employees shall be rostered off for an additional day each 28 continuous days without loss of pay.
- 24.3.2 Over the designated period of 28 continuous days, cleaning employees are entitled to a minimum of 9 and a maximum of 12 rostered days off, excluding leave and Public Holidays. A cleaning employee may not work more than 6 continuous days, except by mutual agreement between the employee and their Supervisor. As part of the rostered days off, a cleaning employee shall also be entitled to a period of 3 consecutive days off duty and a further period of 2 consecutive days off duty over the same designated period of 28 continuous days.
- 24.3.3 Any paid leave e.g. Recreation Leave, Sick Leave etc. and any paid Public Holiday occurring during the designated period of 28 continuous days, shall be regarded as a day worked for accrual purposes.
- 24.3.4 Periods of Leave Without Pay do not accrue any time towards a rostered day off.

25. Absences

- 25.1 Any paid leave shall be accrued and granted in hours and minutes. Where the employee is absent from work, leave is to match the hours and minutes the employee was rostered to work but absent.
- 25.2 Public Holidays shall count as 8 hours where they are not worked and the actual hours worked where they are.
- 25.3 Periods of Leave Without Pay do not accrue any time towards paid ordinary hours.
- 25.4 Where employees have particular requirements for a day off they should make these known to their Supervisor and as far as practicable these will be taken into consideration when the roster is prepared.
- 25.5 Employees will not be paid for any unauthorised absences.

26. Penalty Rates

- 26.1 Rostered ordinary hours work will attract penalty rates as specified in subclause 26.2 for cleaning work undertaken by employees covered by this Agreement, during each time period.
- 26.2 Rostered work will attract penalty rates as specified below for work undertaken during each time period:
- (i) Monday to Friday 5:00 am to 7:00 pm Nil
 - (ii) Monday to Friday after 7:00 pm before 5:00 am 15%
 - (iii) Saturday - 50%

- (iv) Sunday - 100%.
 - (v) Public Holidays - 150%
 - (vi) Public Holidays plus an additional day taken in lieu 50%
- 26.3 Where an employee commences a shift in one penalty time period and concludes the same shift in a different penalty time period, then the hours of that shift worked shall be paid at the applicable rate and attract the relevant penalties for the particular period which the hours within the shift were actually worked.
- 26.4 The penalties shall be in substitution for and not cumulative upon other allowances e.g., overtime.
- 26.5 Where an employee is entitled to an additional day in lieu in accordance with 26.2 (vi) above, the timing of the day shall be by mutual agreement between the employee and their Supervisor but must be taken by the completion of the 28 day period following the period in which the public holiday fell.
- 26.6 In relation to this clause, subclauses 26.1 and 26.2 (i) - (iv) do not apply to Customer Service Attendants.

27. Overtime

- 27.1 An employee 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 the reasonableness of the overtime, the employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations and/or study arrangements shall be taken into account. Consideration shall also be given 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 effect on customer services.
- 27.2 An employee shall be entitled to the payment of overtime at the rates of pay prescribed in subclause 27.4 under the following circumstances:
- (i) where an employee has had less than 8 consecutive hours off work between the work of successive days in accordance with clause 28 of this Agreement; or
 - (ii) where an employee is recalled to work overtime after leaving the Board's premises in accordance with clause 29 of this Agreement; or
 - (iii) for the hours rostered and worked in excess of 152 hours in a designated period of 28 continuous days; or
 - (iv) for the Works & Trade employees working outside Monday to Friday 5:00 am to 7:00 pm except as prescribed in subclauses 24.1.3 and 24.2; or
 - (v) except by mutual agreement, where a rostered shift is extended without 7 days notice, the hours worked in excess of the published rostered shift will be paid at the applicable overtime rate; or
 - (vi) for Works & Trades employees the hours worked in excess of 8 hours in one shift, except as prescribed in 27.2 (vii) below; or
 - (vii) Cleaners, and Works & Trades employees performing cleaning duties, the hours worked in excess of 10 hours in one shift.
- 27.3 The relevant manager or his/her delegate shall grant compensation for directed overtime worked, either by payment at the appropriate rate as specified in this Agreement or, if the employee so elects, by the granting of leave in lieu of payment in accordance with subclause 27.5.

- 27.4 Overtime rates of pay shall be:
- (i) Public Holidays Double time and half
 - (ii) No 8 hour break Double time
Works & Trades Employees
 - (iii) Monday - Saturday Time and a half for the first 2 hours and double time thereafter
 - (iv) Sunday Double time
Cleaning Employees and Customer Service Attendants
 - (v) Monday - Sunday Time and a half for the first 2 hours and double time thereafter.
- 27.5 An employee who at the direction of the relevant manager or his/her delegate, works overtime may elect by mutual agreement between the employee and the relevant manager to take time off work in lieu of overtime payment for all or part of the entitlement in respect of the time worked. Such time shall be calculated at the same rate as would have applied to the payment of overtime as prescribed in subclause 27.4 of the Agreement. The following provisions shall apply to the leave in lieu:
- (i) the employee shall advise the relevant manager or delegate 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 the Board's Carer's Leave Policy;
 - (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.
- 27.6 Payment for overtime shall be made only where the employee works directed overtime. All overtime and associated arrangements and approvals shall be documented in writing using approved form/s as provided by the Board.
- 27.7 An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for 3 hours work at the appropriate rate.
- 27.8 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.
- 27.9 Overtime is not payable for time spent traveling.
- 27.10 The provisions of subclauses 27.4, 27.7, 27.8 shall not apply to employees when undertaking duties covered by the provisions of subclause 24.2.

28. Rest Period

- 28.1 Work wherever reasonably practicable shall be rostered, that employees have at least 8 consecutive hours off work between the work of successive shifts.
- 28.2 An employee who will not have at least 8 consecutive hours off duty between finishing one shift and being rostered to commence another shift, subject to this clause, shall be released after completion of such shift until there has been 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 28.3 If on the instruction of the Board such an employee resumes or continues work without having had such 8 consecutive hours off duty, the employee shall, in accordance with clause 27 of the Agreement, be paid at double time rates until released from duty and able to take the 8 hour break, without loss of pay for ordinary working time occurring during such absence.

29. Call Back

- 29.1 An employee recalled to work overtime after leaving the Board's premises (whether notified before or after leaving the premises) shall be paid for a minimum of 3 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 3 hours if the job for which the employee was recalled to perform is completed within a shorter period. This subclause does not apply in cases where an employee is regularly required to return to Board premises to perform a specific job outside the employee's ordinary rostered working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of a rostered shift.
- 29.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of clause 28, where the actual time worked is less than 3 hours on such recall or on each of such recalls.
- 29.3 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 3 hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- 29.4 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.
- 29.5 An employee recalled to duty within 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.

30. Overtime Meal Allowances and Breaks

30.1 Overtime Meal Allowances

If an adequate meal is not provided by the Western Plains Zoo, a meal allowance of \$17.90 shall be paid to an employee during overtime by the Board in the following circumstances:

- (i) where there is 5 hours of overtime worked and an unpaid meal break of 30 minutes is taken which is not in conjunction with a rostered shift;
- or
- (ii) where more than 2 hours of overtime is worked prior to or after a rostered shift; and provided that the overtime and the rostered shift are joined by a 30 minute unpaid meal break, or where a 30 minute unpaid meal break is taken within the period of overtime; and

(iii) The General Manager or his/her delegate is satisfied that:

the performance of work concerned at the time at which it was performed was necessary;

the employee incurred expenditure in obtaining the meal in respect of which the allowance is sought;

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

overtime is not being paid in respect of the time taken for a meal break.

30.2 Where the allowance under this clause is insufficient to reimburse the employee properly and reasonably incurred costs for a meal, the relevant manager or delegate shall approve payment of actual expenses.

30.3 Receipts shall be provided to the relevant manager or delegate in support of any claims for additional expenses or when the employee is required to substantiate the claim.

30.4 Where the meal was not purchased, payment of a meal allowance shall not be made.

30.5 Overtime Meal Breaks

(i) 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.

(ii) 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.

31. Washing Up Time

Employees shall be entitled to 10 minutes without deduction from their wage immediately before ordinary ceasing time, for the purposes of washing, and for changing their clothes at change room facilities provided by the Board.

32. Annual Leave and Loading

32.1 Employees are entitled to 5 weeks annual leave for working a whole year and a payment of annual leave loading to the value of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year.

32.2 In addition to the annual leave entitlement specified in subclause 32.1, permanent cleaning employees who are rostered to work their ordinary hours on Sundays or Public Holidays during the period 1 December of one year to 30 November of the following year, or part thereof, are entitled to additional annual leave on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional Annual Leave Entitlement
4 - 10	1 additional days leave
11 - 17	2 additional days leave
18 - 24	3 additional days leave
25 - 31	4 additional days leave
32 or more	5 additional days leave.

- 32.3 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.
- 32.4 Payment of annual leave loading shall not be made on any annual leave taken in the first leave year of employment i.e., 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.
- 32.5 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 annual leave is taken. The 2 weeks may be inclusive of public holidays, long service leave and leave without pay.
- 32.6 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.
- 32.7 Annual leave loading shall be paid on retirement or termination by the Board (other than for misconduct) when the loading would have been due if the employee had taken 2 weeks leave.
- 32.8 An employee directed to take annual leave pending an inquiry into his/her services, is not to be paid loading.
- 32.9 No annual leave loading is payable on resignation or on dismissal for misconduct.

33. Meal and Morning Tea Breaks

- 33.1 Unpaid meal breaks shall be of 30 minutes duration.
- 33.2 Tea break shall 20 minutes. This paid break is to be determined between the majority of employees and the Board.
- 33.3 Meal and tea breaks can be staggered and times may be varied by agreement with the majority of employees concerned to meet work requirements.

34. Public Holidays and Picnic Days

- 34.1 Public Holidays are: 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 applicable to the operation of this Agreement. 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.
- 34.2 The first Monday in December each year shall be a Union 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.
- 34.3 The Bank Holiday in August each year does not apply to employees covered by this Agreement

35. Contractors & Volunteers

- 35.1 Wherever possible all routine and minor works at Western Plains Zoo, subject to subclause 35.3, shall be performed by permanent employees directly employed by the Board.
- 35.2 Where any work requires either specialist skills, tools, plant or equipment, the Board shall consider the training of and/or hiring of such tools, plant and equipment to enable employees to carry out the work.
- 35.3 Where it is impracticable for work to be carried out by employees because specialist skills and/or tools, plant or equipment are unavailable, or the timeframe is unacceptable or there are competing priorities, contractors may be hired to perform the work.

- 35.4 Where contractors are engaged, the Board shall ensure that all relevant awards and agreements are observed.
- 35.5 Employees may be required to assist on projects that have been contracted out and this will be performed with full co-operation. Such work is fully encompassed within the Agreement and shall not give rise to any claims for extra payments.
- 35.6 The Board shall continue to support the efforts of volunteers whose services aim to enhance the public's experience while visiting Western Plains Zoo. Employees may be required to work co-operatively with volunteers from time to time.

36. Anti-Discrimination

- 36.1 The parties to the Agreement respect and value equity and diversity in the workplace.
- 36.2 It is the intention of the parties bound by the 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, pregnancy, physical or mental disability, homosexuality, transgender identity, age, and responsibilities as a carer.
- 36.3 It follows that in fulfilling their obligations under the Dispute and Grievance Resolution procedures prescribed in clause 11 of the Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of the Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment 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.
- 36.4 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.
- 36.5 Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (iv) a party to the Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 36.6 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.

37. Delegates and Trade Union Activities

37.1 Right of Entry of Union Officials

An official or officer of the Union may enter the Board's property at any time during working hours for the purposes of conducting Union business provided that they make contact with the nominated manager, or other senior manager, prior to an anticipated visit to outline the reason for and timing of the visit.

The Union official or officer has the right to meet with their members when they are not working. Where they request to meet with their members during work time this is subject to the needs of the Board's operations and must be approved by the manager.

A Union official or officer will at all times be bound by the rules and standards of the Board whilst on Board property, including undertaking site inductions when it is intended that the officer visit the site on a regular or ongoing basis, and complying with security procedures for admission onto the property.

A Union official will have regard for the provisions of the *Industrial Relations Act 1996*.

37.2 Delegates

A delegate is an employee who has been elected by fellow employees to be their representative and whose name has been registered with the Board by the relevant Union. A delegate is recognised as the representative of the Union on site, while the Supervisor is recognised as the key person in resolving disputes.

When issues are raised, the delegate may be invited to attend any meeting between the employee and the Supervisor, where the employee is a union member.

A delegate may be contacted by a Union official if the official contacts the relevant manager or other Board nominated representative as the first point of reference. Arrangements will then be made for the delegate to contact the Union official at a convenient time.

The Board will cooperate with the relevant Union to facilitate release and pay ordinary wages to delegates attending agreed courses in cases where:

- (i) there is prior consultation with the Board about the course content and the ability to release particular employees from the job;
- (ii) the course is aimed at improving industrial relations and deals with relevant matters in a positive and responsible manner. "Relevant matters" will be viewed expansively to include matters such as WorkCover and OH&S; and
- (iii) where appropriate, there is an opportunity for Board participation in or contribution to the course.

SCHEDULE 1 - RATES OF PAY (WEEKLY)

Classification	1 JANUARY 2002 3% WAGE INCREASE	1 JANUARY 2003 4% WAGE INCREASE	1 JULY 2003 5% WAGE INCREASE
Apprentice - 1st year	284.28	295.65	310.43
Apprentice - 2 nd year	371.01	385.85	405.14
Apprentice - 3 rd year	472.46	491.36	515.93
Apprentice - 4 th year	543.63	565.38	593.65
Labourer			
Level 1	601.73	625.80	657.09
Level 2	645.60	671.42	704.99
Level 3	658.07	684.39	718.61
Level 4	667.54	694.24	728.95
Labourer Leading Hand	696.59	724.45	760.67
Tradesperson - Carpenter, Motor Mechanic, Painter	672.90	699.82	734.81
Leading Hand	703.39	731.53	768.11
Tradesperson - Plumber	679.08	706.24	741.55
Leading Hand	710.19	738.60	775.53
Works and Trades Supervisor			
Level 1	747.88	777.80	816.69
Level 2	825.29	858.30	901.22
Level 3	850.63	884.66	928.89

Level 4	917.04	953.72	1001.41
Level 5	945.98	983.82	1033.01
Cleaner			
Level 1	490.49	510.11	535.62
Level 2	548.06	569.98	598.48
Level 3	585.78	609.21	639.67
Cleaner (Leading Hand)	611.22	635.67	667.45
Cleaning Supervisor	636.97	662.45	695.57
Customer Service Attendant			
18 years and over	437.76	455.27	478.03
17 years	389.12	404.68	424.91
16 years	340.48	354.10	371.81
Under 16 years	291.84	303.51	318.69

SCHEDULE 2 - ALLOWANCES

TABLE 1			
ITEM NO.	CLAUSE NO.	DESCRIPTION	AMOUNT \$
1	21.4	Tool Allowances	
		Carpenter	\$20.90 pw
		Motor Mechanic	\$20.90 pw
		Painter	\$5.20 pw
		Plumber	\$20.90 pw
2	21.5	Plumber, Gasfitter and Drainer when required to act on:	
		- plumbers licence	\$0.73 ph
		- gasfitters licence	\$0.73 ph
		- drainers licence	\$0.61 ph
		- plumbers and gasfitters licence	\$0.98 ph
		- plumbers and drainers licence	\$0.98 ph
		- gasfitters and drainers licence	\$0.98 ph
		- plumbers, gasfitters and drainers licence	\$1.35 ph
3	21.6	Plumber's Certificate of Registration Allowance	\$0.56 ph
4	21.7	Labourer Leading Hand Allowance	
		(i) 1 - 5 employees	\$25.40 pw
		(ii) more than 6 employees	\$32.50 pw
5	21.7	Tradesperson Leading Hand Allowance	
		(i) 1 - 5 employees	\$25.90 pw
		(ii) more than 6 employees	\$33.20 pw
6	21.8.1	First Aid Allowance	\$8.50 pw
7	21.8.2	Occupational First Aid Allowance	\$14.90 pw
8	21.11	Laundry Allowance	\$3.20 pw
9	21.12	Disability Allowance	\$15.50 pw
10	21.13	On Call (Standby) Allowance	\$0.54

SCHEDULE 3 - CONDITIONS OF EMPLOYMENT

The following table prescribes the additional conditions of employment for employees covered by this Agreement in accordance with the *Zoological Parks Board Act 1973* and *Zoological Parks Board Amendment Act 2000*. These policies do not form part of this Agreement, and are not incorporated into this Agreement.

ZPB Policies

Resourcing and Appointment
HR 1.1 Recruitment, Selection and Appointment Policy

Remuneration and Benefits
HR 2.6 Use of Private Motor Vehicle Allowance

Conditions of Employment
HR 3.1 Sick Leave Policy
HR 3.2 Carers Leave
HR 3.3 Parental Leave Policy
HR 3.4 Annual Leave Policy
HR 3.5 Long Service Leave Policy
HR 3.6 Military Leave Policy
HR 3.7 Leave without pay Policy
HR 3.8 Family and Community Service Leave Policy
HR 3.14 Special Leave

Equity & Diversity
HR 4.5 Holy Days Essential Religious Duties

Occupational Health Safety & Environment
HR 5.1 Occupational Health Safety and Environment Policy
HR 5.4 Workers Compensation Policy
HR 5.16 Restricted Smoking Policy

Development & Change Management
HR 6.3 Study Leave

Ethics and Code of Conduct
HR 8.1 Code of Conduct
HR 8.3 Security of Personal Information Policy
HR 8.4 Disciplinary Policy

General
HR 10.2 Loss or Damage to Private Property Policy

Legislation

Public Sector Employment and Management Act 2002 - Part 3.2 Staff Mobility
Occupational Health and Safety Act 2000

Note: The Board reserves the right to develop, review and implement policies and procedures applicable to all Board employees whether or not they are covered by this Agreement.