

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/230

TITLE: Zoological Parks Board of New South Wales Commercial Operations and Guest Services Employees Enterprise Agreement 2003

I.R.C. NO: IRC4/2719

DATE APPROVED/COMMENCEMENT: 26 May 2004/1 July 2001

TERM: 36 months

NEW AGREEMENT OR VARIATION: Replaces EA01/199

GAZETTAL REFERENCE: 3 September 2004

DATE TERMINATED:

NUMBER OF PAGES: 26

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to permanent, temporary and casual employees of the Zoological Parks Board of New South Wales at Taronga Zoo, Bradleys Head Road Mosman NSW, who are employed on either a full-time, part-time or casual basis as Cleaners, Sky Safari personnel, Guest Services Officers, Gatekeepers and/or Security Officers at Taronga Zoo and who fall within the coverage of the Security Industry (State) Award and the 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

ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES COMMERCIAL OPERATIONS AND GUEST SERVICES EMPLOYEES ENTERPRISE AGREEMENT 2003

1. Title

This Agreement is the Zoological Parks Board of New South Wales Commercial Operations and Guest Services Employees Enterprise Agreement 2003.

2. Arrangement

1. Title
2. Arrangement
3. Definitions
4. Parties to the Agreement
5. Application
6. Operation of Agreement³
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
 - 13.3 Permanent Employees
 - 13.4 Temporary Employees
 - 13.5 Full-time Employees
 - 13.6 Part-time Employees
 - 13.7 Casual Employees
14. Multiple Contracts
15. Probation
16. Conditions of Employment
 - 16.2 Accommodation for Meals
 - 16.3 Dressing Accommodation
 - 16.4 Protective Clothing
 - 16.5 Personal Protective Equipment
 - 16.6 Work Materials
 - 16.7 Expenses for Attendance at Court
 - 16.8 Firearms
17. Wage Increase
18. Payment of Wages
19. Classifications and Grading
 - 19.3 Cleaners Classifications
 - 19.4 Sky Safari Classifications
 - 19.5 Guest Services Classifications
 - 19.6 Security Classifications
20. Grade Progression and Appointment
21. Allowances
 - 21.2 Higher Duties Allowance
 - 21.3 First Aid
 - 21.4 Laundry Allowance
 - 21.5 Security Licence
22. Rosters
23. Hours of Work
 - 23.1 Ordinary Hours
 - 23.2 Rostered Days Off
24. Absences
25. Penalty Rates

- 26. Overtime
 - 26.7 Elective Overtime for Security Personnel
- 27. Rest Period
- 28. Call Back
- 29. Meal Allowances
- 30. Washing Up Time
- 31. Annual Leave and Loading
- 32. Meal and Tea Breaks
- 33. Public Holidays and Picnic Days
- 34. Uniforms and Protective Clothing
- 35. Contractors and Volunteers
- 36. Mechanisation and Technological Change
- 37. Anti-discrimination
- 38. Delegates and Trade Union Activities
 - 38.1 Right of Entry of Union Officials
 - 38.2 Delegates

SCHEDULE 1 - RATES OF PAY (WEEKLY) 30

SCHEDULE 2 - ALLOWANCES 31

SCHEDULE 3 - CONDITIONS OF EMPLOYMENT 32

3. Definitions

"Agreement" means the Zoological Parks Board of New South Wales Commercial Operations and Guest Services Employees 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 an employee or employees covered by this Agreement.

"Taronga Zoo" means Taronga Zoo, Bradleys Head Road, Mosman, New South Wales.

"Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch.

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 the Zoological Parks Board of New South Wales, the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch and Employees Covered By This Agreement as Prescribed in Clause 5.1 Herein.

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, as Cleaners, Sky Safari Personnel, Guest Services Officers, Gatekeepers and/Or Security Officers at Taronga Zoo.

5.2 the Agreement Shall Totally Regulate the Terms and Conditions of Employment for Employees Covered By This Agreement which Were Previously Regulated By the Cleaning, Multipurpose Operations and Security Employees Zoological Parks Board of New South Wales Enterprise Agreement.

6. Operation of Agreement

The Agreement has effect on and from 1 July 2001 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.

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:
- (i) to enhance the achievement of its vision and mission by improving workplace efficiencies and the productive, co-operative and harmonious workplace of Cleaners, Sky Safari personnel, Guest Services Officers, Gatekeepers and Security Officers at Taronga Zoo; and
 - (ii) to provide training and development opportunities, improved flexibility of jobs and duties and a safe work environment; and
 - (iii) for its employees to actively contribute to a more strategic and visitor-orientated operation.

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, Except as Provided for in 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. A copy of this Agreement will be made available to any employee covered by this Agreement upon request 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 the procedures contained in this clause are continuing, no stoppage of work or other form of limitation or ban of work shall be applied. The parties to the Agreement shall also provide relevant information and act within the conditions and principles of the Agreement.
- 11.4 Where an 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.

- 11.5 An employee may seek the advice or assistance of the Union at any stage of the procedures contained in this clause. An employee may also seek the advice and support from their relevant General Manager, Section Manager, Supervisor and/or the General Manager, Human Resources or his/her delegate at any stage of the procedures.
- 11.6 All parties involved in the procedures contained in this clause must receive reasonable advance notice of any meeting they are required to attend.
- 11.7 The dispute and grievance resolution process shall commence with discussions first taking place between the employee and the employee's Supervisor to try and resolve the matter. If it cannot be resolved or is of such a nature that it cannot be dealt with at this level, then the provisions of subclause 11.8 shall apply.
- 11.8 The matter shall be discussed with the Supervisor, by the employee and/or their Union representative. If it cannot be resolved at this level, then the provisions of subclause 11.9 shall apply.
- 11.9 Discussions regarding the matter shall include the employee and/or their Union representative and representatives of the relevant Division Management and/or the General Manager, Human Resources or his/her delegate. If the matter cannot be resolved at this level, then a response will be given in writing to the employee's grievance or dispute which 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.

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 which is Incidental Or Peripheral to Their Main Tasks Or Function, Including Those Duties Requested By the Board which Contribute to the Development of a More Strategic and Visitor-Orientated Operation.
- 12.2 Employees will perform work which is within their skill, competence and training, provided that such work is not designed to promote deskilling.
- 12.3 Employees will fully co-operate with all other employees (including those not covered by the Agreement) to ensure there are no artificial demarcations in work and will communicate and consult with one another in a timely and open manner in an endeavour to achieve same.
- 12.4 The Board may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- 12.5 Any direction issued by the Board pursuant to this clause 12 shall be consistent with the Board's responsibilities to provide a safe and healthy working environment.
- 12.6 Employees shall not impose any limitation on supervisors or technical personnel demonstrating the use of new equipment or machinery.
- 12.7 Where staffing level issues arise in one classification contained in this Agreement, staff from another classification specified in this Agreement may be required by the Board to perform duties of the classification where the staffing level issue has arisen, subject to the provision of suitable training. Where employees are required to undertake this work for periods of greater than 1 week, subclause 21.2 will apply.
- 12.8 For the purpose of efficiency, discussions shall take place with a view to reaching agreement between all parties affected by changes to work practices resulting in employees performing a wider range of tasks and/or removal of demarcation barriers and/or the participation of employees in additional training.

- 12.9 The wage increases provided for in clause 17 of the Agreement are 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 workforce is multiskilled, flexible, co-operative and embraces the varying demands of employment with the Board.

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 at Taronga Zoo. the Parties Acknowledge that Employees May be Required By the Board to Perform Their Duties on Sites Other Than Taronga Zoo from Time to Time (E.G. Royal Sydney Easter Show).

- 13.2 The employment of any employee other than a casual employee shall be terminated only by one week's notice or by the payment or forfeiture, as the case may be, of one week's wages in lieu thereof except in the case of Redundancy. In this instance, the Uniform Redundancy Package for Application in the New South Wales Public Sector shall apply.

- 13.3 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.

- 13.4 Temporary Employees

Temporary employment differs from permanent employment in that the period of employment is for a fixed term and is not continuing. 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 1/12th of base salary in lieu of annual leave. If the allowance of 1/12th is to be paid, a reconciliation of the employee's work pattern will be undertaken to determine if a further payment for annual leave is due.

- 13.5 Full-time Employees

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

- 13.6 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 Within a Period of 28 Continuous Days. Shift Lengths of Less Than 4 Hours May be Rostered By Mutual Agreement Between the Board and the Part-Time Employee.

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

Where appropriate, part-time employees shall also be entitled to shift, weekend and public holiday penalties and overtime rates.

- 13.7 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, and Shall Not Include an Employee Working an Average of 152 Ordinary Hours Or More Within a Period of 28 Continuous Days.

Casual employees will receive a 15% loading to compensate for leave, excluding long service and annual leave, and the casual nature of their employment plus 1/12th of the ordinary hourly rate as an entitlement to pro-rata annual leave in addition to the rates of pay prescribed in Schedule 1 of the Agreement. This loading and 1/12th is not payable on overtime or when penalty rates in accordance with clause 25 are payable.

A casual employee shall be engaged for a minimum of 4 hours, however, a minimum engagement of less than 4 hours may be rostered by mutual agreement between the Board and the employee. Casual employees who are members of the Sky Safari Rescue Team (excluding Sky Safari employees covered by the classifications contained in this Agreement) may be engaged for a minimum of 1 hour for Sky Safari Rescue Team activities.

Where appropriate, casual employees shall also be entitled to shift, weekend and public holiday penalties and overtime rates.

Casual employment may be terminated by one hour's notice.

- 13.8 Nothing in this Agreement shall affect the right of the Board to dismiss an employee in accordance with the Board's Disciplinary Procedures.
- 13.9 Notwithstanding the foregoing provisions the Board may dismiss the employee at any time for a breach of discipline or code of conduct and ethics such as misconduct or wilful disobedience and then shall be liable for payment up to the time of dismissal only.
- 13.10 In the event of termination of employment, the Board shall, at the request of the employee, give such employee a statement signed by the Board stating the period of employment, the class of work employed upon, and when the employment terminated.

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 without any previous service with the Board upon their appointment to 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

16.1 Conditions of employment, excluding those prescribed in subclauses 16.2 - 16.8 of the Agreement, which were previously contained in the Cleaning, Multipurpose Operations and Security Employees, Zoological Parks Board of New South Wales Enterprise Agreement 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.

16.2 Accommodation for Meals

Where practicable, the Board shall allow employees to partake of their meals, crib breaks or tea breaks in a suitable place protected from the weather. Employees shall be provided by the Board with adequate facilities for tea making and for heating food. The Board shall advise the employee of the accommodation available at a site prior to the commencement of work at that site.

16.3 Dressing Accommodation

Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided.

16.4 Protective Clothing

An employee who is required to work in wet conditions, shall be supplied with suitable wet weather clothing including a waterproof coat or cape, waterproof hat, trousers and rubber boots. Such clothing shall remain the property of the Board.

16.5 Personal Protective Equipment

Where employees are required to clean toilets or to use acids or other injurious substances, they shall be supplied with personal protective equipment, which shall remain the property of the Board.

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

16.6 Work Materials

All materials for cleaning purposes, including soap and/or detergent, shall be supplied by the Board, including materials for washing up purposes. Such materials shall be kept in a suitable room on the premises separate from any meal or dressing accommodation.

16.7 Expenses for Attendance at Court

Where it is necessary for an employee to attend a court on the Board's or Board's client's behalf in connection with any matter arising out of or in connection with the employee's duties, the time so occupied shall count as time worked and the employee shall be reimbursed for any reasonable expenses incurred in attending court.

16.8 Firearms

An employee shall not carry firearms unless required to do so by the Board. Where an employee is so required, they shall be provided and maintained in a reasonable condition by the Board who shall also pay the gun licence fee.

Where any employee is required by the Board to carry firearms, initial training in the use of firearms shall be provided, such time to be counted as time worked. Refresher courses shall be conducted at 12 monthly intervals, such courses to count as time worked.

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 1 January 2002
 - (ii) 4% from 1 January 2003
 - (iii) 5% from 1 July 2003
- 17.2 The wage increase prescribed in subclauses 17.1(i) and 17.1(ii), will be paid to employees from the due date.
- 17.3 The wage increase prescribed in subclause 17.1(iii) will be paid to employees from the first full pay period commencing on or after the applicable effective date subject to the Agreement having been certified by the Industrial Relations Commission of New South Wales.
- 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.
- 17.5 Any employee in receipt of a wage higher than the rates provided in Schedule 1 of the Agreement arising from the payment of a personal allowance shall continue to have this recognised. However, these rates will not form part of this structure and should such employees resign, be promoted etc. the higher wage rates will no longer be used.

18. Payment of Wages

- 18.1 Wages shall be paid fortnightly to employees on a day specified by the Board 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 Wages shall be paid not more than 48 hours from the time when they become due and shall be paid not later than Thursday in the week. Subject to subclause 18.4 of the Agreement, any employee who is not paid on such day shall be paid at overtime rates for all time subsequently worked until payment is made.
- 18.4 Additional payments to employees affected by late or delayed payment of wages shall not apply:
- (i) Where the delay in payment is the responsibility of banks or financial institutions.
 - (ii) When a Public Holiday occurs in the lead up to pay day. In these circumstances, the 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.
- 18.5 Where a pay is miscalculated or incorrectly shown on a pay slip, the right to claim waiting time shall be waived, provided that the employee has been paid the ordinary base rate of pay and provided further that such underpayment or error is corrected within 48 hours of notification by the employee to the Human Resources Division. Where such underpayment or error is not corrected within 48 hours, Monday to Friday, then all time subsequently worked shall be paid at overtime rates, until the miscalculation or error is rectified.

19. Classifications and Grading

- 19.1 The rates of pay for Cleaners, Sky Safari personnel, Guest Services Officers, Gatekeepers and Security Officers 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 Cleaners Classifications

Cleaner - Grade 1

The requirements of Cleaner Grade 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, any of the following tasks, or combination of tasks as directed by the Board, including 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 and other glass panels and doors, as required;

operating 'ride-on' powered sweeping machines, where appropriate training has been provided;

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; and

Undertake relevant training as provided and required by the Board; or
A casual employee.

Cleaner - Grade 2

In addition to the requirements of Cleaner Grade 1, employees must fulfil the following requirements as Cleaner Grade 2:

More than 12 months relevant experience.

Performance monitored by close supervision.

Undertake relevant training as provided and required by the Board.

Note: For those employed as Cleaners at the time of certification of the Agreement, only 6 months relevant experience is required to progress to Grade 2.

Cleaner - Grade 3

In addition to the requirements of Cleaner Grade 2, employees must fulfil the following requirements as Cleaner Grade 3:

Performance monitored by supervision.

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

Leading Hand Cleaner

In addition to the requirements of Cleaner Grade 3, employees must fulfil the following requirements as Leading Hand Cleaner:

Provide support and relief when required to Cleaning Supervisor/s.

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

Perform tasks without supervision.

Lead a team of cleaners.

Cleaning Supervisor

The requirements of the Cleaning Supervisor are:

Perform the cleaning duties of Cleaner or Leading Hand Cleaner, 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 officer in charge of the cleaning department 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 Taronga Zoo.

Maintain cleaning equipment.

Operate computer equipment and maintain records, as required.

19.4 Sky Safari Classifications

Sky Safari Attendant - Grade 1

The requirements of Sky Safari Attendant Grade 1 are:

Less than 12 months relevant experience;

Assist with ensuring the good order and safe operation of Sky Safari cable cars;

Provide high levels of customer service including greeting, directing and assisting with entry and exit of Sky Safari passengers;

Perform general cleaning and tidying of Sky Safari cabins and platforms;
Work closely with other departments of the Board to ensure a seamless experience for guests on Board premises;

Performance monitored by close supervision; and

Undertake training as required and provided by the Board, including Sky Safari Attendants training program; or

A casual employee, including nominated members of the Sky Safari Evacuation Team.

Sky Safari Attendant - Grade 2

In addition to the requirements of Sky Safari Attendant Grade 1, employees must fulfil the following requirements as Sky Safari Attendant Grade 2:

More than 12 months relevant experience.

Performance monitored by close supervision.

Undertake training as required and provided by the Board.

Note: For those employed as Multipurpose Operators at the time of certification of the Agreement, only 6 months relevant experience is required to progress to Grade 2.

Sky Safari Operator

In addition to the requirements of Sky Safari Attendant Grade 1, employees must fulfil the following requirements as Sky Safari Operator:

Minimum 6 months relevant experience and completion of Sky Safari Operator training and Rope Evacuation training to Gondola Evacuation level.

Performance monitored by supervision.

Completion of relevant and required training as provided by the Board, including Sky Safari Attendant training program at Sky Safari Attendant Grade 1 level.

Completed Senior First Aid course.

Senior Sky Safari Operator

In addition to the requirements of Sky Safari Operator, employees must fulfil the following requirements as Senior Sky Safari Operator:

2 years relevant experience and completion of PACI certification for Vertical Rescue.

Take operational control of Sky Safari terminal/s including the performance of regular safety checks and inspections.

19.5 Guest Services Classifications

Guest Services Officer

The requirements of Guest Services Officer Grade 1 are to perform any of the following tasks, or combination of tasks:

Less than 12 months relevant experience;

Meet and greet guests at any entry point to the Board's premises;

Collect money and issue tickets at car park;

Provide the highest level of customer service to guests;

Undertake customer service duties as directed, including the provision of information to visitors, distributing event information/maps, and assisting and escorting guests;

Perform administrative/operational duties to support guest services functions; and

Undertake on the job training as required and provided by the Board; or

A casual employee

Senior Guest Services Officer

In addition to the requirements of Guest Services Officer Grade 1, employees must fulfil the following requirements as Senior Guest Services Officer.

More than 12 months relevant experience.

Support and assist Site Coordinator and Duty Officers.

Provide reports to Site Coordinator as required.

Posses a First Aid Certificate.

Completion of relevant and required training as provided by the Board at Guest Services Officer Grade 1 level.

Guest Services Site Coordinator

The requirements of the Guest Services Site Coordinator are:

More than 2 years relevant experience.

Possess a First Aid Certificate.

Undertake quality checks and complete logs throughout the day of public area presentation standards, including toilets, litter, food areas and appropriate staffing levels and signage, and liaise with management and other departments of the Board regarding same as required.

Report on the impact of construction on guest circulation.

Report on guest impact of changes to animals on exhibit.

Resolve visitor issues, consulting with senior management as appropriate.

Assist in pre-show activities, (e.g. Seal and Bird Shows).

Assist in daily briefings delivered by senior management.

Supervise or act as 'meet and greet host' for booked groups.

Supervise Guest Services personnel.

Prepare and distribute daily reports of activities within the ground as required.

19.6 Security Classifications

Gatekeepers

The requirements of Gatekeeper are:

While stationed at an entrance and/or exit, control the movement of persons, vehicles, goods and/or property arriving or departing from the Board's premises or property, including the inspection of vehicles carrying loads of any description to ensure that the load and description of such goods is in accordance with the requirements of the relevant document and/or gate pass;

Perform area or door attendant/commissionaire role in a commercial building as required and where qualified;

Perform other security duties consistent with Security Officer Grade 1, for which the Gatekeeper is qualified, as directed; and

Undertake on the job training as required and provided by the Board; or

A casual employee.

Security Officer - Grade 1

The requirements of Security Officer Grade 1 are:

Less than 12 months relevant experience;

Observe, guard and/or protect Board premises and/or property; including controlling access to and exit from premises; managing conflict; apprehending offenders; escorting and carrying valuables; providing for safety of persons; assisting in crowd management and maintaining effective relationships with clients, staff and guests of the Board as part of a team;

Fully conversant with Board, Guest Services and Security procedures relating to Board operations, premises and/or property, including emergency procedures for environmental controls of exhibits;

Conversant with location and use of all Board firefighting equipment, including service and maintenance requirements;

Provide a high level of customer and security related services, including Zoo patrols and assistance with operational issues relating to the guest experience;

Fully conversant with procedures for accepting injured animals after hours;

Possess a Security Industry Certificate, and appropriate security licence (1ABC); and

Undertake or has completed on the job training; or

A casual employee.

Security Officer - Grade 2

In addition to the requirements of Security Officer Grade 1, employees must fulfil the following requirements as Security Officer Grade 2:

More than 12 months relevant experience.

Undertake required training as required and provided by the Board.

Note: for Those Employed as Security Officers at the Time of Certification of the Agreement, Only 6 Months Relevant Experience is Required to Progress to Grade 2.

Senior Security Officer

In addition to the requirements of Security Officer Grade 2, employees must fulfil the following requirements as Senior Security Officer:

Minimum of 3 years industry service.

Assist the Security Manager and Assistant Security Manager, in the management of operations as required.

Assistant Security Manager

In addition to the requirements of Senior Security Officer, employees must fulfil the following requirements as Assistant Security Manager:

Liaise with management and other departments of the Board regarding general security matters.

Direct inquiries from the general public to appropriate management.

Undertake all functions of the Security Manager as required.

Assist the Security Manager in the management of operations.

Security Manager

In addition to the requirements of Assistant Security Manager, employees must fulfil the following requirements as Security Manager:

Manage, plan and co-ordinate the Board's security operations including recruitment and training of staff and provide reports as requested, including monthly financial reports and yearly budget plans.

Co-ordinate emergency procedures.

Direct Security Officers and Gatekeepers in the daily operations of the security team.

Oversee and develop Security Officer and Gatekeeper rosters.

Perform security duties, and be on-call to respond to security emergencies/matters.

Note: Built Into the Security Manager Rates of Pay Prescribed in Schedule 1, is a Component Paid in Lieu of Any Claims for on Call Allowance, Penalty and/Or Overtime Rates, Excluding Elective Overtime Rates Prescribed in Subclause 26.7 of This Agreement.

20. Grade Progression and Appointment

- 20.1 All Progressions Within Classifications Are Subject to a Satisfactory Performance Review at the Employee's Current Grade in Accordance With the Board's Performance Management Procedure.
- 20.2 Progression from Grade to Grade 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 grade having been achieved. (The exception to this will be progression from Grades 1 to 2 within the Cleaner, Sky Safari Attendant, and Security Officer classifications as prescribed in clauses 19.3, 19.4 and 19.6 for those employed in these classifications grades prior to the certification

of this Agreement. This shall be considered six monthly in accordance with clause 19 of the Agreement).

20.3 On appointment, relevant experience will be considered in determining the grade to which the employee is appointed.

20.4 Appointments will be based on a merit selection process.

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 Higher Duties Allowance

Where an Employee is Required By the Relevant Manager to Relieve in a Position at a Level Higher Than the Employee's Substantive Position 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 Days Or Greater.

The higher duties shall be an amount equal to the difference between the base salary of the higher level position being relieved in by the employee, and the ordinary salary of the relieving employee's substantive position.

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.

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

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

- (i) If required to Act in the Position for a Period in Excess of 5 Consecutive Days But Less Than 2 Weeks, the Cleaner Will be Paid an Allowance of 50% of the Difference Between Their Own Rate and the Rate of Leading Hand Cleaner Or Cleaning Supervisor (Whichever is Applicable) in Recognition of the Full Duties of Leading Hand Cleaner 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 Leading Hand Cleaner or Cleaning Supervisor (whichever is applicable) in recognition of the full duties of Leading Hand Cleaner or Cleaning Supervisor being performed.

Higher duties will only be paid for the periods actually worked in excess of 5 consecutive 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.

Any employee who is required to perform work temporarily for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed; provided that any work of less than 1 week's duration shall be deemed to be temporary.

21.3 First Aid

The following allowances are specified as weekly rates and as such will be paid on all hours worked up to 38 hours per week. Part-time and casual employees shall be paid the allowances on a pro rata basis for up to a maximum of 38 hours per week. Hourly rates are calculated by dividing the weekly rate by 38.

21.3.1 First Aid Allowance

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

21.3.2 Occupational First Aid Allowance

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. An Occupational First Aid allowance as set out in Item 2, 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.

21.4 Laundry Allowance

Where an employee is required to wear a uniform (which may include overalls), and the cost of any laundering is not borne by the Board, a laundry allowance as set out in Item 3, Table 1, Schedule 2 of the Agreement shall be paid to the employee.

Where an employee is employed on a part-time or casual basis for less than 5 shifts per week, the allowance shall be paid on a pro rata basis for a maximum of 5 shifts per week. The shift rate shall be calculated by dividing the weekly rate by 5.

21.5 Security Licence

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

Should the employment of an employee required to hold a Class 1 licence cease either at the instigation of the Board or the employee during the life of the licence, the employee shall have deducted from their separation payments the pro rata value of the licence and application fee for the years of licence remaining.

21.6 Built Into the Wages of Cleaners is a Component of \$6.00 Per Week, Effective from the First Full Pay Period Following Certification of This Agreement, which is Paid in Lieu of Any Claims for Special Rates Not Covered By This Agreement, Including Refuse, Multi-Purpose Machine and Toilet Allowances,.

22. Rosters

22.1 Hours of work may be varied in accordance with this Agreement. Employees may be rostered to suit the requirements of the workplace.

22.2 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, regard will be given to the preferences and personal commitments of individuals, wherever possible.

22.3 In developing a roster for the next period, the Board and employees will have regard to the roster for the previous period.

22.4 Employees will be rostered 7 days in advance. Changes to published rosters may be made inside 7 days by mutual agreement.

22.5 An employee shall not work more than one shift in any period of 24 hours.

23. Hours of Work

23.1 Ordinary Hours

23.1.1 The ordinary hours of work for all employees, except Cleaners employed by the Board at the date of certification of this Agreement who elect to work in accordance with subclause 23.1.2.1, shall average 38 hours per week, comprising of a total of 152 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. Shift lengths between 10 and 12 hours may be rostered by mutual agreement between the Board and employee.

23.1.2 Employees engaged as Cleaners at the date of certification of this Agreement, 14 days before the commencement of a 28 continuous day period, must elect to either work in accordance with subclause 23.1.2.1 or 23.1.2.2 below:

23.1.2.1 Ordinary Hours of 152 Hours Worked During a Designated Period of 28 Continuous Days in 19 Eight Hour Shifts; Or

23.1.2.2 Ordinary hours of 152 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.

23.1.3 the Board Shall Clearly Display at Some Place Accessible to the Employees, the Commencing and Ceasing Times of Ordinary Hours of Work. Such Times, Once Notified, Shall Not be Changed, Without the Payment of Overtime, Or By 7 Day's Notice. By Agreement Between the Board and the Employee, Less Than 7 Days' Notice May be Substituted in Lieu Thereof.

23.1.4 An employee's commencing and ceasing times of ordinary hours of work shall operate at the actual job or work station. Where an employee is required to collect (prior to proceeding to the work site) or return (after completion of duty) Board equipment from a location other than the actual work site or sites, then the commencing and ceasing times of ordinary work shall operate respectively from the point of collection and the point of return.

23.1.5 Paid overtime hours do not count towards the 152 ordinary hours total.

23.1.6 Within an ordinary hours rostered shift, employees covered by this Agreement, excluding Security personnel, are entitled to an unpaid meal break of not less than 30 minutes and not more than 1 hour which shall be taken no later than after every 5 hours worked within the shift.

23.1.7 A crib break of not less than 20 minutes shall be allowed for Security personnel only not earlier than 4 hours nor later than 5 hours after the commencement of each shift where it is reasonably practicable to do so. Crib breaks shall be regarded as time worked for all Security personnel, including casuals.

23.2 Rostered Days Off

23.2.1 All Employees (Excluding Cleaners Employed at the Date of Certification of This Agreement Who Elect to Work Ordinary Hours in Accordance With Subclause 23.1.2.1), Shall Over the Designated Period of 28 Continuous Days, be Entitled to a Minimum of 9 and a Maximum of 12 Rostered Days Off, Excluding Leave and Public Holidays. an Employee May Not Work More Than 5 Continuous Days, Except By Mutual Agreement.

23.2.2 Where Possible, Rostered Days Off Shall be Scheduled By Mutual Agreement Between the Employee and the Board. Rostered Days Off May be Accumulated Up to a Maximum of 76 Hours (Only By Agreement Between the Employee and the Board) and be Scheduled to Suit the Needs of the Board.

- 23.2.3 an Employee Shall be Advised By the Board at Least 7 Days in Advance of the Day which is to be the Rostered Day Off Duty.
- 23.2.4 an Individual Employee With the Agreement of the Board, May Substitute Their Rostered Day Off for Another Day.
- 23.2.5 Subject to the Provisions of This Clause, Any Employee Required to Work on Their Rostered Day Off Shall be Paid in Accordance With the Provisions of Clause 26.
- 23.2.6 An employee is not eligible for sick leave in respect of absences on rostered days off due to such absences being outside the employee's ordinary hours of duty.
- 23.2.7 There is no entitlement to a rostered day off during a period of annual leave due to such days not counting as time worked for accrual purposes.

24. Absences

- 24.1 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.
- 24.2 Public Holidays shall count as 7 hours 36 minutes where they are not worked and the actual hours worked where they are.
- 24.3 Periods of Leave Without Pay do not accrue any time towards the 152 ordinary hours in the designated period of 28 continuous days.
- 24.4 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.
- 24.5 Employees will not be paid for any unauthorised absences.

25. Penalty Rates

- 25.1 For all employees employed by the Board after the date of certification of this Agreement, rostered ordinary hours work will attract penalty rates as specified below for work undertaken covered by this Agreement, but excluding the Security Manager, 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 where an additional day is taken in lieu	50%

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.

- 25.2 For all employees employed by the Board at the date of certification of this Agreement, rostered ordinary hours work will attract penalty rates as specified below for work undertaken covered by this Agreement, but excluding the Security Manager, during each time period.

(i)	Monday to Friday 6:00 am to 7:00 pm	Nil
(ii)	Commencing at or after 5:00am and before 6:00 am	10%
(iii)	Finishing after 7:00pm and at or before midnight	15%
(iv)	Finishing after midnight and at or before 8:00am (Night shift)	17.5%

(v)	Night Shift Non-Rotating Any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one-third of such employee's working time off night shift in each roster cycle	30%
(vi)	Saturday	50%
(vii)	Sunday	100%
(viii)	Public Holidays	150%
(ix)	Public Holidays where an additional day is taken in lieu	50%

25.3 Overtime hours worked shall not attract penalty rates.

26. Overtime

26.1 An employee may be directed by the relevant manager or Supervisor 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. Where overtime or extra shifts are required to be worked, the Board shall give preference for such work to employees as classified and covered by this Agreement where it is reasonably practicable to do so. 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 the Board and effect on customer services.

26.2 Employees, excluding the Security Manager, shall be entitled to the payment of overtime at the rates of pay prescribed in subclause 26.3 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 27 of this Agreement;
- (ii) for the hours worked in excess of rostered ordinary hours in one shift;
- (iii) where an employee is recalled to work overtime after leaving the Board's premises in accordance with clause 28 of this Agreement;
- (iv) for the hours rostered and worked in excess of 152 hours in a designated period of 28 continuous days;
- (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.

26.3 Overtime rates of pay shall be:

(i)	Monday - Sunday.	Time and a half for the first 2 hours and double time thereafter
(ii)	Public Holidays	Double time and half
(iii)	No 8 hour break	Double time

26.4 All overtime and associated arrangements and approvals shall be documented in writing using approved methods/form/s as provided by the Board.

26.5 Time off work in lieu of overtime payment may be taken by mutual agreement between the employee and the employee's manager. Such time shall be calculated at the same rate as would have applied to the payment of overtime as prescribed in subclause 26.3 of the Agreement.

26.6 Where an employee does not attend for rostered duty with the required notice, the employee on shift shall agree to work up to 4 hours overtime to allow the Board to arrange for suitable relief.

26.7 Elective Overtime for Security Personnel

- 26.7.1 Permanent Security personnel may apply to the Board to perform flat rate elective overtime. This is paid at the Grade 2 Security Officer rate or Gatekeeper rate with a 15% loading plus the appropriate shift, weekend or Public Holiday penalty.
- 26.7.2 The rates specified in subclause 26.7.1 apply to elected overtime only and not to overtime as directed by the Board.
- 26.7.3 The provisions of clause 27 of this Agreement shall not apply to elective overtime.
- 26.7.4 Due regard will be had for the wellbeing of employees in scheduling shifts and periods of elective overtime.
- 26.7.5 Meal allowance under clause 29 shall not apply to elected overtime.
- 26.8 The provisions of this clause 26 do not apply to the classification of Security Manager, with the exception that the Security Manager may elect to work elective overtime in accordance with subclause 26.7 of the Agreement.

27. Rest Period

- 27.1 Work wherever reasonably practicable shall be rostered so that employees have at least 8 consecutive hours off work between the work of successive shifts.
- 27.2 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 subclause, 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.
- 27.3 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 26 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.

28. Call Back

- 28.1 An employee recalled to work overtime to attend the Board's premises and/or the premises of a client or clients of the Board for any reason after leaving the place of employment (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours pay at the appropriate rate for each time so recalled. Where such attendance is required at the employer's premises for the purpose of a disciplinary and/or counselling interview and/or administrative procedures such as completing or attending to Worker's Compensation Forms, Accident Reports, or Break/Entry Reports, the employee shall be paid a minimum payment of 2 hours at the appropriate rate for each such attendance. With the exception of unforeseen circumstances arising, the employee shall not be required to work the full 4 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 the Board's premises to perform a specific job outside rostered working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of a rostered shift.
- 28.2 Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purposes of clause 27, where the actual time worked is less than 3 hours on such recall or on each of such recalls.
- 28.3 This clause shall not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. Such employee shall be given at least 8 hours off duty excluding travelling time in excess of 30 minutes, and a meal break of 30 minutes. Where the Board requires the employee to resume duty before 8 hours' rest is given, the employee shall be paid in accordance with subclause 26.3(iii) until relieved from duty for a period of 8 hours.

28.4 This clause 28 does not apply to employees engaged as Security Manager.

29. Meal Allowances

29.1 If an Adequate Meal is Not Provided By the Board, a Meal Allowance of \$17.90 Will be Paid During Overtime to an Employee 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.

30. Washing Up Time

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

31. Annual Leave and Loading

31.1 Employees Are Entitled to 4 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. Employees Employed By the Board and Rostered as Shift Workers at the Date of Certification of This Agreement May Receive This 17.5% Annual Leave Loading Or Alternatively, the Averaged Shift Penalties for the Previous Leave Year (Excluding Public Holidays), Whichever is the Greater.

31.2 in Addition to the Annual Leave Entitlement Specified in Subclause 31.1 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 during a qualifying period of 12 months from 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. Meal and Tea Breaks

32.1 in Accordance With Subclause 23.1.6 of the Agreement, Within an Ordinary Hours Rostered Shift, Employees Covered By This Agreement, Excluding Security Personnel Are Entitled to an Unpaid Meal Break of Not Less Than 30 Minutes and Not More Than 1 Hour which Shall be Taken No Later Than After Every 5 Hours Worked Within the Shift.

32.2 Employees Working More Than 4 Hours Each Working Day Shall be Entitled to One 10 Minute Tea Break Without Loss of Pay.

33. Public Holidays and Picnic Days

33.1 Public Holidays are: New Year's Day, Australia Day, Good Friday, Easter Saturday, 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.

- 33.2 The first Monday in August each year shall be a Picnic Day and shall be treated as a Public Holiday for all employees covered by this Agreement. Employees who are required to work this day shall be paid the appropriate penalties for a Public Holiday in accordance with subclause 25.1 (v) or (vi); or subclause 25.2 (viii) or (ix).
- 33.3 Where a Public Holiday occurs on the rostered day off of an employee and the employee is not required to work on that day, the Board shall pay such employee 7 hours and 36 minutes ordinary pay in respect of such day.
- 33.4 If the employee is required to work on that day, the Board shall pay such employee ordinary pay in respect of such time plus penalties in accordance with subclause 25.1 (v) or (vi); or subclause 25.2 (viii) or (ix).

34. Uniforms and Protective Clothing

- 34.1 The Board will provide to employees appropriate uniforms which shall be allocated in accordance with the work patterns of employees.
- 34.2 Uniforms, protective clothing and other equipment issued by the Board to employees shall remain the property of the Board.
- 34.3 Employees are required to wear uniforms provided by the Board at all times when performing their functions and shall maintain their uniforms in a neat, clean and presentable manner.
- 34.4 Protective equipment and clothing, together with replacement uniform items are provided as needed and unserviceable uniforms and equipment should be returned with the request for replacements.
- 34.5 All items of protective equipment and clothing issued to an employee by the Board shall be returned upon their cessation of employment with the Board together with any keys, identification cards and other items issued to an employee by the Board.
- 34.6 Where upon the cessation of an employee's employment with the Board, an employee fails to return any uniform or protective clothing issued, the Board may deduct the monetary value of such uniform or protective clothing from the employee's separation pay. Such deduction shall only occur where prior authorisation in writing has been given by the said employee. Where the Board so requests, an employee shall sign such written authority upon engagement. Existing employees may be required to sign such an authority upon receipt of the next issue of uniform and protective clothing.

35. Contractors and Volunteers

- 35.1 Where it is impracticable for work to be carried out by employees because of limited resources, 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.
- 35.2 Employees may be required to assist on projects which have been contracted out and this will be performed with full co-operation. Such work is fully encompassed within the Agreement and shall not give rise to any claims for extra payments.
- 35.3 The Board shall continue to support the efforts of volunteers whose services aim to enhance the public's experience while visiting Taronga Zoo. Employees may be required to work co-operatively with volunteers from time to time.

36. Mechanisation and Technological Change

- 36.1 Where on account of the introduction or proposed introduction by the Board of mechanisation or technological changes in the industry in which the Board is engaged, the Board terminates the employment of an employee who has been employed for the preceding 12 months, such employee shall

be given 3 months' notice of the termination of employment; provided that, if the Board fails to give such notice in full:

- (i) the employee shall be paid at the rate specified for the employee's ordinary classification as specified in this Agreement for a period equal to the difference between 3 months and the period of the notice given; and
- (ii) the period of notice required by this subclause to be given shall be deemed to be service with the Board for the purpose of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of those Acts. The right of the Board to summarily dismiss an employee for the reasons specified in subclause 13.8 of this Agreement shall not be prejudiced by the fact that the employee has given notice pursuant to this subclause of the termination of the employee's employment.

36.2 When the Board gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanisation or technological changes, within 14 days thereafter the Board shall give notification in writing to the Secretary of the Union, of the fact stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

37. Anti-Discrimination

37.1 The parties to the Agreement respect and value equity and diversity in the workplace.

37.2 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 carer's responsibilities.

37.3 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 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.

37.4 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.

37.5 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.

37.6 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.

38. Delegates and Trade Union Activities

38.1 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.

38.2 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.

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 Occupational Health and Safety; and
- (iii) where appropriate, there is an opportunity for Board participation in or contribution to the course.

SCHEDULE 1

RATES OF PAY (WEEKLY)

	1 Jan 2002 3% wage increase	1 Jan 2003 4% wage increase	1 July 2003 5% wage increase	1st full pay period after certification (clause 21.6)
	\$	\$	\$	\$
Cleaner Grade 1	490.49	510.11	535.62	541.62
Cleaner Grade 2	548.06	569.98	598.48	604.48
Cleaner Grade 3	565.78	588.41	617.83	623.83
Leading Hand Cleaner	591.22	614.87	645.61	651.61
Cleaning Supervisor	616.97	641.65	673.73	679.73
Sky Safari Attendant Grade 1	485.85	505.28	530.54	530.54
Sky Safari Attendant Grade 2	504.91	525.11	551.37	551.37
Sky Safari Operator	542.81	564.52	592.75	592.75

Senior Sky Safari Operator	616.97	641.65	673.73	673.73
Guest Services Officer	485.85	505.28	530.54	530.54
Senior Guest Services Officer	504.91	525.11	551.37	551.37
Guest Services Site Coordinator	591.22	614.87	645.61	645.61
Gatekeepers	548.06	569.98	598.48	598.48
Security Officer Grade 1	548.06	569.98	598.48	598.48
Security Officer Grade 2	565.78	588.41	617.83	617.83
Senior Security Officer	585.25	608.66	639.09	639.09
Assistant Security Manager	616.97	641.65	673.73	673.73
Security Manager	916.08	952.72	1000.36	1000.36
	994.71	1034.50	1086.23	1086.23
	1073.35	1116.28	1172.10	1172.10

SCHEDULE 2

ALLOWANCES

TABLE 1			
Item No.	Clause No..	Description	Amount \$
1	21.3.1	First Aid Allowance	9.50 pw
2	21.3.2	Occupational First Aid Allowance	14.90 pw
3	21.4	Laundry Allowance	3.20 pw

SCHEDULE 3

CONDITIONS OF EMPLOYMENT

The following table prescribes the 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 Carer's Leave Policy

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 5.5. Exposure to UV and Weather Extremes

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.

Signed for and on behalf of the Zoological Parks Board of NSW

Signature:

Printed Name:

Witness:

Date: 05.04.2004

Signed for and on behalf of the employees by:

The Australian Liquor Hospitality and Miscellaneous
Workers Union

Signature:

Printed Name:

Witness:

Date: 05.05.2004