

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/37

TITLE: Works and Trades Employees, Western Plains Zoo - Zoological Parks Board of NSW Enterprise Agreement 1997

I.R.C. NO: 97/7287

DATE APPROVED/COMMENCEMENT: 13 January 1998 and commenced 19 November 1996

TERM: 36 months

NEW AGREEMENT OR
VARIATION: New. Replaces EA 452/94

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 33

COVERAGE/DESCRIPTION OF

EMPLOYEES: Labourers and Tradespersons (except Gardeners) in the Works and Trades Section of Western Plains Zoo, Dubbo 2830

PARTIES: Zoological Parks Board of New South Wales -&- 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



ENTERPRISE AGREEMENT

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

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1. Title

This agreement shall be known as the Works and Trades Employees, Western Plains Zoo - Zoological Parks Board of NSW Enterprise Agreement 1997.

2. Parties to the Agreement

An enterprise agreement, made in pursuance of the NSW Industrial Relations Act, 1996 in accordance with the provisions of Part 2 of the said Act, entered into between the Zoological Parks Board of NSW and the Australian Workers Union, the Construction, Forestry, Mining and Energy Union Building Division and the Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.



3. Coverage

- 3.1 This agreement shall only apply to employees in the Works and Trades Section of Western Plains Zoo who are employed as Labourers and Tradespersons (except Gardeners).
- 3.2 This agreement shall totally regulate the terms and conditions of employment previously regulated by:

The Works Employees, Western Plains Zoo -
Zoological Parks Board of NSW Enterprise
Agreement 1994.

4. Declaration

The parties declare that this Agreement:

- i) is not contrary to the public interest
- ii) is not unfair, harsh or unconscionable
- iii) was not entered into under duress
- iv) is in the interests of the parties.

5. Aim

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

6. Savings Clause

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

7. Contract of Employment

- 7.1 Employees under this agreement shall be engaged as full-time, temporary or part-time.
- 7.2 Wages shall be paid fortnightly and paid directly into a bank or other account. Employees shall be issued with a pay advice docket.
- 7.3 Employees engaged as permanent employees without any previous service may be engaged for a probationary period of six months. During this period employment may be terminated with one week's notice and temporary employees with one hour's notice.
- 7.4 The terms and conditions of part-time work, except as provided for in this agreement, shall be those

offered to any available cleaner and secondly to works and trades employees. There may be instances where a casual cleaner will be used.

9. Allowances

9.1 The schedule at attachment 1 prescribes the conditions of employment that are derived from the NSW Public Service Handbook. Allowances shall be paid in accordance with that schedule (as at 1 September, 1997) and as detailed hereunder:-

9.2 Disability
Employees shall be paid an allowance at the rate of \$15.20 per week. This allowance compensates for working conditions at WPZ particularly where employees are often required to work in the field without ready access to amenities.

9.3 Works
This allowance has been incorporated into the normal rate of pay at clause 16. It was previously paid as an allowance of \$13.00 per week for all employees. It replaces the travel allowance which was paid to some employees (under an award) and compensates for the isolated environment of the construction work undertaken at Western Plains Zoo.

9.4 Tool
These allowances will be adjusted in accordance with any movements in the same allowances under the Crown Employees (Skilled Tradesmen) Award. The following allowances shall be paid per week to employees in Grade 4 (Tradespersons) in recognition of the fact that they provide and maintain their own hand tools:

Carpenter	\$18.70
Motor Mechanic	\$18.70
Painter	\$ 4.60
Plumber	\$18.70

The Zoo will insure and keep insured against loss or damage by fire whilst on the Zoo's premises such tools of the employee as are used in the course of employment. An employee shall be entitled to be reimbursed by the Zoo for loss of tools up to the value of \$975.00 if such tools are stolen outside ordinary working hours whilst the tools are stored at the Zoo's direction on the job.

9.5 Licence

These allowances will be adjusted in accordance with any movements in the same allowances under the Crown Employees (Skilled Tradesmen) Award. The following allowances shall be paid per week to employees in Grade 4 (Tradespersons) when required to hold and act

of any claims for special rates eg dirt money, height money, chokage, wet work etc.

9.9 Refuse and Toilet Allowance

These allowances are generally paid to cleaners. When works and trades employees are performing relief cleaning duties they will be paid an additional \$1.60 per day. This figure is the approximate difference between the special rates (clause 9.8) and the refuse and toilet allowance.

9.10 First Aid

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

An employee who is trained by the Zoo to be a qualified first aid attendant shall be paid an additional amount of \$8.20 per week.

9.11 Laundry

Where a uniform is required to be worn, and the cost of any laundering is not borne by the employer, a laundry allowance of \$3.10 per week shall be paid.

10. Leave and Conditions of Employment

The schedule at attachment 1 prescribes the conditions of employment that are derived from the NSW Public Service Handbook. The conditions shall be those that are current as at 1 September, 1997.

11. Meal Breaks

11.1 Meal breaks shall be of 30 minutes duration.

11.2 Tea breaks shall be two of 10 minutes or one of 20 minutes. This paid break is to be determined between the majority of employees and the Zoo.

11.3 Meal and tea breaks can be staggered and times may be varied by agreement with the majority of employees concerned to meet work requirements.

12. Public Holidays and Picnic Days

12.1 Public Holidays shall be:

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Labour Day and any such other holiday that may be proclaimed as a Public Holiday throughout the

State. Easter Saturday is a Public Holiday for 7 day week workers (cleaners) and would also be regarded as such for a relief cleaner working on that day.

- 12.3 The first Monday in December each year shall be a Picnic Day and shall be treated as a Public Holiday. This day shall be treated as a public holiday should an employee be required to work.

13. Saturday and Sunday Work

13.1 This clause only applies to employees performing relief cleaning work.

13.2 Employees required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:

Saturday	Time and one half
Sunday	Time and three quarters

13.3 These allowances shall be in substitution for and not cumulative upon other allowances eg overtime.

14. Training

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

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

15. Grievance and Dispute Handling Procedure

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

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

15.3 If the grievance or dispute is not resolved, or where it is of such a nature that direct discussion would not be appropriate, the employee(s) shall notify the Association's delegates who shall then take up the

matter with the Director of Western Plains Zoo. The Director will commence some action within 5 working days.

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

16. Structure and Grades

Note: These rates include the \$13.00 Works Allowance (refer clause 9.3).

16.1 Rates of pay at effective from the first pay period commencing on or after 19 November 1996.

	2% increase \$ p.w.
<u>Grade 1</u>	
Labourer	489.40
<u>Grade 2</u>	
Labourer	
Level 1	525.10
Level 2	535.30
Level 3	542.80
<u>Grade 3</u>	
Labourer	566.60

<u>Grade 4</u>	
Carpenter, Motor Mechanic, Painter	
Level 1	547.40
Level 2	572.20
Plumber	
Level 1	552.40
Level 2	577.50
<u>Grade 5</u>	608.30

16.2 Rates of pay at the first pay period commencing on or after 26 August 1997.

2% increase
\$ p.w.

<u>Grade 1</u>	
Labourer	499.20

<u>Grade 2</u>	
Labourer	
Level 1	535.60
Level 2	546.00
Level 3	553.70

<u>Grade 3</u>	
Labourer	577.90

<u>Grade 4</u>	
Carpenter, Motor Mechanic, Painter	
Level 1	558.30
Level 2	583.60

Plumber	
Level 1	563.40
Level 2	589.10

<u>Grade 5</u>	620.50
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16.3 Rates of pay at effective from the first pay period commencing on or after 26 February 1998.

3% increase
\$ p.w.

<u>Grade 1</u>	
Labourer	514.20

<u>Grade 2</u>	
Labourer	
Level 1	551.70
Level 2	562.40
Level 3	570.30

<u>Grade 3</u>	
Labourer	595.20

<u>Grade 4</u>	
Carpenter, Motor Mechanic, Painter	
Level 1	575.00
Level 2	601.10

Plumber	
Level 1	580.30
Level 2	606.80

<u>Grade 5</u>	639.10
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!6.4 Rates of pay at the first pay period commencing on or after 26 August 1998.

4% increase
\$ p.w.

<u>Grade 1</u>	
Labourer	534.80

<u>Grade 2</u>	
Labourer	
Level 1	573.80
Level 2	584.90
Level 3	593.10

<u>Grade 3</u>	
Labourer	619.00

<u>Grade 4</u>	
Carpenter, Motor Mechanic, Painter	
Level 1	598.00
Level 2	625.10

Plumber	
Level 1	603.50
Level 2	631.10

<u>Grade 5</u>	664.70
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16.5 Rates of pay at effective from the first pay period commencing on or after 26 February 1999.

	5% increase \$ p.w.
<u>Grade 1</u> Labourer	561.50
<u>Grade 2</u> Labourer	
Level 1	561.50
Level 2	614.10
Level 3	622.80
<u>Grade 3</u> Labourer	650.00
<u>Grade 4</u> Carpenter, Motor Mechanic, Painter	
Level 1	627.90
Level 2	656.40
Plumber	
Level 1	633.70
Level 2	662.70
<u>Grade 5</u>	697.90

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

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

17. Definition of Grades

17.1 Grade 1 Less than 6 months relevant experience.

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

Training - will complete Induction Course.



17.2 Grade 2

Level 1 Minimum 6 months relevant experience.

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

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

Level 2 12 months or more of relevant experience.

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

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

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

Level 3 Minimum 3 years relevant experience.

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

Independent action may be exercised within established work practices.

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

17.3 Grade 3 (Leading Hand)

Level 1

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

Able to perform a wide range of complex tasks.

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



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

17.4 Grade 4 Carpenter, Mechanic, Painter, Plumber

Level 1

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

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

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

Level 2 (Leading Hand)

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

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

Independent action may be exercised.

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

17.5 Grade 5 Supervisor

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

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

Independent action may be exercised.

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

Training - will undertake available management courses and training.



18. Hours of Work

18.1 A total of 152 hours shall be worked in a 4 week cycle. This is to be worked Monday to Friday, 8 hours per day within the bandwidth of 6am to 6pm.

18.2 0.4 of one hour each day accrues towards one Allocated Day Off (ADO) within the 4 week cycle which will be paid as though worked.

18.3 Any variation to starting and finishing times will be by agreement with the majority of the employees concerned. The existing arrangement whereby these hours are varied by agreement to meet work requirements will continue.

19. Allocated Days Off

19.1 When an Allocated Day Off (ADO) falls on a Public Holiday, the ADO can be taken on a mutually agreed day within that 4 week cycle.

19.2 Any paid leave e.g. Recreation Leave, Sick Leave etc. and any paid Public Holiday occurring during any 38 hour week cycle, shall be regarded as a day worked for accrual purposes.

19.3 Periods of Leave Without Pay do not accrue any time towards an ADO.

20. Term of Agreement and Review

20.1 This agreement shall operate from 19 November 1996 and shall remain in force for a period of 3 years unless varied or terminated earlier by the provisions provided by the Industrial Relations Act, 1996.

20.2 Negotiations may commence three months prior to the expiry date of this agreement on future wage and working conditions.



THIS AGREEMENT IS MADE ON _____ DAY OF _____ 1997.

Signed for and on behalf of the
ZOOLOGICAL PARKS BOARD OF NSW

Signature Hunter _____

Printed Name Hunter _____

Witness M. [unclear] _____

Date 16th December 1997.





Signed for and on behalf of the employees by the

AUSRALIAN WORKERS UNION, NSW BRANCH

Signature R. K. COLLISON

(Printed Name) R. K. COLLISON

Witness P. J. O'SHEA

Date 26. 11. 97.



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

Signature *C. Bates*

Printed Name C. BATES.

Witness *Thomas Vargo* (THOMAS VARGO)

Date 11/14/97



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

Signature _____

Phillip Martin Darby

Printed Name _____

Phillip Martin Darby.

Witness _____

W.M.

Date _____



Attachment 1

PUBLIC SERVICE OF NSW PERSONNEL HANDBOOK

The following table prescribes the clauses of the Handbook that have been adopted for the Works Division at Western Plains Zoo.

<u>SECTION</u>	<u>ADOPTED</u>
Division 1	
Part 1	
1 Recruitment and Employment	Used as a guide
2 Appointments	Used as a guide
Part 2	
1 Industrial Matters	No
2 Salary Administration	Used as a guide
3 Separations from Service	Used as a guide
4 Private Employment	No
5 Provision of Taxis	No
6 Classification & Grading	No
7 Leave Administration	Used as a guide
8 Proclaimed Local Holidays	Used as a guide
9 Federal State Elections	Used as a guide
10 Holy Days Essential Religious Duties	Used as a guide
11 Concessional Leave	No
12 Natural Emergencies & Major Transport Disruptions	Used as a guide
13 Serving Terms of Imprisonment	Used as a guide
14 Workers Compensation	Used as a guide
15 Loss or Damage to Private Property	Used as a guide
16 Staff Records Administration	Used as a guide



Division 2
Part 1
Awards and Agreements

C.E. (Transferred Officers Compensation)	Yes
C.E. (Transferred Officers Excess Rent Assistance) Agreement	Yes
C.E. (Travelling Compensation) Award	Yes
C.E. (Overtime) Award	Yes
C.E. (Holidays) Award	No
Flexible Working House Agreement	No
Annual Leave and Compensation for Saturdays, Sundays and Public Holidays Agreement	Yes - Part A of Agreement
Part 2 Allowances	
1 Camping Allowance	Yes
2 Composite Allowance	
3 Cost of Travel To and From Work	Used as a guide
4 First Aid Allowance	Yes
5 Forage Allowance	No
6 Higher Duties Allowance	Yes
7 Motor Vehicle Allowances	Yes
8 Overseas Travelling Allowances	Yes
9 Remote Areas Allowances	
10 Travelling/Meal Allowances - Attendance at Examinations	Used as a guide
11 Semi-Official Telephone	No



Subsidy	
12 Community Language Allowance Scheme	No
13 Allowance For Use of Room at Home as an Office	Used as a guide
Part 2	
Determinations - Hours of Duty	
1 Hours of Duty	No
2 Attendance	No
Part 2	
Determinations - Leave	
1 Adoption Leave	Yes
2 Extended Leave	Yes
3 Leave Without Pay	Used as a guide
4 Maternity Leave	Yes
5 Military Leave	Yes
6 Parental Leave	Yes
7 Recreational Leave and Annual Leave Loading	Used as a guide
8 Short Leave	Used as a guide
9 Sick Leave	Quantum - yes Policy - no see attachment 2
10 Special Leave	Used as a guide
11 Study Leave and Study Time	Yes
12 Trade Union Activities & Employee Representation	Used as a guide
Division 3	
Part 1 - Code of Conduct	
1 NSW Public Sector Code of Conduct	No, see attachment 3
Part 2	
1 Discipline Guidelines	No, see attachment 3
2 The Discipline Process	No, see attachment 3



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

TC: ALL SUPERVISORS
FROM: DIRECTOR & CHIEF EXECUTIVE
SUBJECT: SUPERVISION OF SICK LEAVE - A Guideline for Supervisors
DATE: 17TH JULY, 1991

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Enterprise Agreement
Industrial Registrar

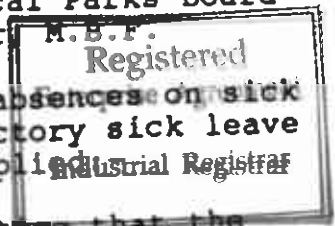
The Zoological Parks Board is responsible for the health and well-being of its staff and the efficient and effective operation of both Taronga and Western Plains Zoo as a whole. In an effort to fulfill this responsibility the control of excessive sick leave is essential.

Supervision of sick leave is the responsibility of every Supervisor, and staff should be made aware that sick leave is not a right but a grant approved in times of illness when they are unable to perform their duties. This helps to protect the health of staff, their fellow workers and the public.

The following procedural guidelines are to be implemented immediately. Supervisors in consultation with the Personnel Section, should be guided by the following sick leave policy and procedures.

- 1.(a) It is essential that all leave records are kept and maintained to provide for regular reviews of sick leave of all employees.
 - (b) An employee unable to attend work through illness must contact their Divisional Supervisor as soon as practical and by telephone if possible. On return to work a formal application for sick leave must be submitted as soon as possible (refer Attachment A) and shall include details of the nature of the illness, unless excluded on privacy grounds which is supported by their Supervisor.
 - (c) Any absence on sick leave for a period of three (3) days or more inclusive of weekends and rostered days off, must be supported by a medical certificate.
 - (d) Any employee who has had over six (6) separate short absences in any twelve (12) month period will be considered to have an unsatisfactory sick leave record, and will be warned in writing by the Personnel Section that a sustained improvement is required in his/her attendance record.
2. As each attendance record is unique, there may be circumstances where the issue of such a warning is not warranted. Circumstances which may not justify the issue of a warning would involve:-
- (a) An attendance record for the whole of a persons career may be considered satisfactory, therefore it would be necessary to make an assessment as to whether the recent absences were:-
 - (i) as a result of abnormal sick leave, or
(then the issue of a warning letter may not be warranted, an interview with the employee may be preferable).
 - (ii) the commencement of an undesirable trend.
(then the employees attendance record should be kept under review to assess whether their attendance improves).

- (b) Chronic Illnesses. Where a person has a chronic illness supported by medical certificates, it may be desirable for the person to be interviewed about their attendance record rather than issue a formal warning. Where the absences are frequent over a prolonged period, the employees fitness to perform the duties of their position may require an assessment. These assessments will be undertaken by the Zoological Parks Board nominated, accredited, Rehabilitation Provider.



3. Where an employee has had over six (6) short absences on sick leave, and is assessed as having an unsatisfactory sick leave record, the following procedures should be applied:

- (a) Personnel will issue a warning in writing stating that the persons sick leave record is unsatisfactory and their attendance record will be reviewed in three (3) months time to assess if their record has improved.

A copy of this letter will be sent to their appropriate Supervisor and another copy placed on their Personal File (refer Attachment B).

- (b) (i) If after three (3) months it is obvious that their attendance record has improved, the attendance record will revert to the normal reviews generally applied.

(ii) If after three (3) months there is no improvement, the appropriate Supervisor will interview the person and request that all further absences be supported by a medical certificate for a period of six (6) months (refer Attachment C). The Supervisor (in consultation with the Personnel Manager) may consider that due to special circumstances, such a requirement is not warranted.

- (c) (i) If after this further period of six (6) months their attendance record shows a sustained improvement, the medical certificate requirement will be withdrawn in writing.

(ii) Where an employee does not show an improvement in their attendance record after the six (6) month period then further disciplinary action will be taken as deemed suitable by the Zoological Parks Board.

4. In the case of an employee with less than twelve (12) months employment, more than three (3) separate absences in the first three (3) months could be classed as unsatisfactory and the person should be warned very early if it seems that an undesirable attendance record is emerging. There is no objection to such persons being required to produce medical certificates in support of all sick leave absences.

5. All sick leave absences before or after rostered days off, weekends and/or public holidays should be closely monitored. In these situations a medical certificate may be required (refer Attachment 1 (c)).

Dr. J. D. Kelly
Director & Chief Executive

Date

Mr. J. Smith
Personnel
Taronga Zoo



Dear John,

I refer to my previous warning dated/..../.. and your recent interview with..... regarding your unsatisfactory sick leave record.

In confirmation of the advice provided to you at that interview, it will now be necessary for you to produce medical certificates for all further absences on sick leave until further notice. Failure to produce a medical certificate for a sick leave absence will result in a debit against your recreation leave or the imposition of leave without pay.

The Zoo regards an unsatisfactory sick leave record as a serious matter and will consider firm disciplinary action if there is no immediate and sustained improvement.

Yours faithfully,

Karen Edwards
Personnel Manager

c.c.: Supervisor
Payroll
Personal File



29th October, 1992

Mr. A. Parker
C\ -Cabin Ride
Taronga Zoo

Dear Anthony,

A review of your sick leave record has shown that you have been absent sick leave on 9 separate occasions during the past 12 months.

This record is considered unsatisfactory and as a result your attendance record will be closely reviewed over the next 3 months. If there is no sustained improvement you will be required to produce a medical certificate for all future sick leave absences.

It is appreciated that employees can have recurring illnesses of short durations and if your medical history is one which involves this aspect you are invited to discuss this matter with your immediate Supervisor or the Personnel Manager.

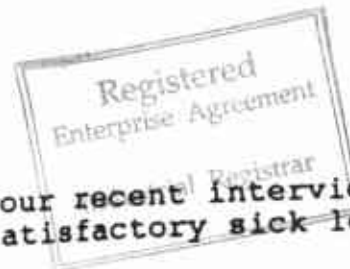
Yours faithfully,

Michelle Plath
Personnel Manager

c.c.: Supervisor
Personal File

29th October, 1992

C\ - Cabin Ride
Taronga Zoo



Dear John,

I refer to my previous warning dated/.../.. and your recent interview with..... regarding your unsatisfactory sick leave record.

In confirmation of the advice provided to you at that interview, it will now be necessary for you to produce medical certificates for all further absences on sick leave until further notice. Failure to produce a medical certificate for a sick leave absence will result in a debit against your recreation leave or the imposition of leave without pay.

The Zoo regards an unsatisfactory sick leave record as a serious matter and will consider firm disciplinary action if there is no immediate and sustained improvement.

Yours faithfully,

Karen Edwards
Personnel Manager

c.c.: Supervisor
Payroll
Personal File

ZOOLOGICAL PARKS BOARD OF N.S.W.

Registered
Enterprise Agreement
Industrial Registrar

DISCIPLINARY PROCEDURES

1. OVERVIEW

It is generally accepted that discipline in the workplace is a means of enabling management to maintain the standards of conduct and work performance required to preserve the good name of the organisation and its efficiency. Discipline, however is not the only tool available to management for this purpose. Other processes such as supervision, counselling, the Board's Employee Assistance Program, training, staff development and staff rotation may be more appropriate than disciplinary action. Except in the most serious cases, it is generally recognised that discipline is a last resort.

Although various kinds of action form part of any discipline process, discipline in the workplace is not about 'punishment'. Any penalty imposed as part of some disciplinary action is a means to an end and not an end in itself.

The main aim of disciplinary action is to ensure effective administration rather than to punish an employee. As far as possible, the emphasis should be corrective - i.e. the aim should be to improve the employee's performance, except in the most serious cases where it would not be suitable for an employee to continue their employment.

If disciplinary action is appropriate, it should be taken without delay. It is in the interests of management and the employee concerned to have the matter resolved as soon as possible. Any unreasonable delay could imply management's condonation of the alleged breach.

Work Relevance

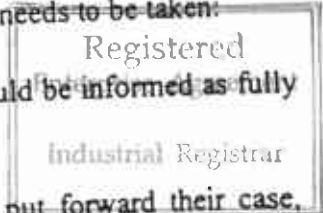
These guidelines are concerned basically with conduct in an employee's official capacity. Thus, generally speaking, what an employee does outside the workplace in his or her own time should be of no concern to management. However, where any conduct impinges upon the ability of an employee to perform his or her duties or it adversely affects the reputation of the Board, then management should take disciplinary action in relation to such conduct.

Fairness and Proper Procedures

Consistency of approach is necessary if disciplinary action is to be seen as fair. Slackness in enforcing a rule may weaken any subsequent attempt to do so by appearing to make an example of a particular employee against whom action is taken. Therefore, if minor breaches have been tolerated for a long time, sudden action to enforce the rules against a particular employee may seem unfair. It is preferable to counsel the employee and warn all other staff that in future the rules will be strictly adhered to. It is important that employees should be treated both fairly and equally and the proper procedures should be followed.

To ensure fairness and consistency in procedures the following action needs to be taken:

- a person against whom an adverse decision may be made should be informed as fully as possible of anything alleged against them;
- wherever possible, a person should have an opportunity to put forward their case, whether at an oral hearing or in writing;
- all parties should be heard and all relevant submissions considered;
- the person who lays the charge should not conduct the inquiry into the matter; and
- the decision maker must act fairly and without bias.



Each Case Determined on It's Merits

Each case must be treated on its merits and the form of action taken should be tailored to the individual case. Even-handed treatment does not necessarily mean identical treatment. The same charge against two employees will not necessarily lead to the same penalty. The circumstances of the two incidents may be different. For these reasons, it is not possible nor desirable to establish a standard punishment for particular offence.

In deciding what action is necessary the decision maker should take care to weigh all the relevant considerations and not to be influenced by irrelevant factors. Any disciplinary action should be based on the charge(s) proven alone.

2. THE DISCIPLINE PROCESS

Disciplinary action is frequently initiated by supervisors who are in the best position to observe whether acceptable standards of performance and conduct are being met in the workplace. Should an employee fail to observe such standards prompt and decisive action should be taken under these guidelines, where circumstances require.

1) WHEN CAN DISCIPLINARY ACTION BE TAKEN ?

An employee is guilty of a breach of discipline if he or she:-

- engages in any misconduct;
- consumes or uses alcohol or drugs to excess, which effects the performance of duty;
- intentionally disobeys, or intentionally disregards, any lawful order made or given by a person having authority to make or give the order;

- is negligent, careless, inefficient or incompetent in the discharge of their duties; or
- engages in any disgraceful or improper conduct, which may bring disrepute to the Zoos.

ii) WHAT SUPERVISORS ARE TO DO WHEN A BREACH OF DISCIPLINE OCCURS



Preliminary Interview

In potential or minor disciplinary cases a supervisor may need to take up the matter informally with the employee concerned. The supervisor should investigate the facts, if necessary, and discuss the matter with the employee in private. At the beginning of the discussion the supervisor should outline the aspects of the employees conduct which are of concern and explore the reasons and possible solutions with the person.

If the discussion itself has been sufficient no further action is necessary, beyond making a record of the discussion in a diary and ongoing monitoring of the employee's conduct.

At this point there should be an agreement as to the expected future behaviour of the employee. No further action will be required unless the employee fails to maintain this performance level.

Disciplinary Interview -

First Incident Occurs

If an employees behaviour does not improve or where a serious incident occurs the supervisor will need to get to the cause of the problem by asking for a written explanation and/or interviewing the employee.

At this point the supervisor, in liaison with the line manager, may need to formally counsel the employee and issue a warning. The warning should be in writing to the effect that any repetition of the misconduct may result in the employee being charged with a breach of discipline.

The supervisor should prepare a report on the incident and invite the employee to write an answering comment on the report and to sign it as acknowledgment of having read it. If the person refuses to read or sign the report, the supervisor should write a note to that effect along with the date and time of this occurring. The submission should be sent to the Personnel Manager via their line manager for inclusion on the employees personal file.

Second Incident Occurs

If an employees behaviour still has not improved and they have ignored the previous warning then a disciplinary interview should be conducted by the line manager.

It should be noted that the disciplinary functions up to this point are intended to be a line management responsibility however, the Personnel Manager should be consulted for advice and assistance throughout the disciplinary process.



iii) WHAT IS A DISCIPLINARY INTERVIEW ?

A disciplinary interview is a fact finding interview conducted with an employee against whom there is a likelihood of disciplinary action being taken. The purpose of the interview is to ascertain the employee's version of any alleged fact and to hear any explanation or mitigating circumstances from the employee. The disciplinary interview is to be used to assist in deciding whether or not to recommend that disciplinary action be taken.

iv) PROCEDURES FOR DISCIPLINARY INTERVIEWS

An employee who is called for a disciplinary interview must be given at least 24 hours notice in writing. The letter must indicate the nature and purpose of the interview and advise the employee that they may have an observer present. Copies of any documentation or other material which is intended to be used in the interview must also be included.

The disciplinary interview is to be conducted by no more than two persons. The interview is to be conducted with impartiality and only questions relevant to the matter are to be asked.

At commencement of the interview the employee should be advised that the interview will be recorded (see notes under Documentation). The interviewee should then begin by stating the purpose of the interview and explain how the interview will be conducted.

During the interview the person conducting the interview should avoid using an accusatory or intimidatory tone or making comments about the answers given. They should invite the employee to comment on any relevant issue and to give their version of events.

At the close of the interview the interviewee should advise the employee when a decision is likely to be made and when a copy of the interview will be made available.

As soon as possible after the interview, the record of interview should be prepared and given to the employee to read and sign. A recommendation together with the record of interview and any other relevant papers should then be submitted through the Personnel Manager to the Director.

v) DOCUMENTATION

It is desirable to keep a record of all interviews held, but this is particularly important in the case of a disciplinary interview. The record is important as it is evidence that the interview took place and who was party to it. The record indicates the employees conduct or work performance is under review and the action that has been taken.

It is important that the person is told at the beginning of the interview that a record will be

kept.

The record of interview should include the following:-

- the name of the person interviewed;
- the name and position of the person undertaking the interview;
- the time, date and place of the interview;
- the reason for the interview;
- any agreed outcome or action decided upon; and
- copies of any relevant documents including written explanations.

Records of interview should not set down unnecessary details. The use of broad descriptions of personality eg. 'lazy', without specific supporting details should be avoided. Similarly psychological or other technical terms, eg. 'neurotic', used without supportive evidence should also be avoided.

Disciplinary interviews should be recorded but only with the knowledge of the person being interviewed. Wherever possible, interviews should be recorded verbatim by a stenographer. Only in special circumstances, where a stenographer is not available should a tape recorder be used. If the person being interviewed not consent to the use of a tape recorder every effort should be made to record the interview to the best of the interviewing persons ability.

The person interviewed is to be requested to read and sign a copy of the record of the interview, but should they refuse to do so no action should be taken other than to record the request and the refusal. One copy should be given to the employee and the original sent to the Personnel Manager for action and/or placement on the employee's personal file. If there is a disagreement with part of the record it should be amended, if the person who conducted the interview agrees. If not, a record of the employee's disagreements should be added.

vi) GENERAL COMMENTS

It is not necessary for every alleged breach of discipline to be processed through all of the above steps before any disciplinary action is possible. For example, where a supervisor believes an incident to be extremely serious, they may report the matter to their line manager or the Personnel Manager immediately, without seeking a written explanation or interviewing the employee. If a supervisor is unsure about the appropriate action, they should seek advice from the Personnel Manager.

vii) AVENUE OF APPEAL

If at any time the staff member believes that they have been unfairly treated or disadvantaged, they may lodge a claim through the Grievance process.

viii) SERIOUS BREACHES OF DISCIPLINE



The Director and CEO or the Deputy Director may dismiss immediately if a breach of discipline is considered so serious as to require such action. In such cases normal disciplinary interview process may be dispensed with.

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ix) DISMISSAL

In accordance with the delegation of authority by Director by the Zoological Parks Board, the Director or Deputy Director may dismiss an employee for a serious breach of conduct/discipline.