REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA03/212

TITLE: Zoological Parks Board of New South Wales Asset Operations Employees Toronga Zoo Enterprise Agreement 2003

I.R.C. NO: EA3/212

DATE APPROVED/COMMENCEMENT: 12 May 2003

TERM: 13 months

NEW AGREEMENT OR VARIATION: Replaces EA01/201

GAZETTAL REFERENCE: 14 November 2003

DATE TERMINATED:

NUMBER OF PAGES: 30

COVERAGE/DESCRIPTION OF EMPLOYEES: The agreement applies to all full-time, part-time and casual employees engaged in the Asset Operations Section of Toronga Zoo, who are in the classifications of: Tradespersons; Apprentice Tradespersons; Labourer/Driver/Operators; Operations Supervisor, Assets; and Reuse Plant Operator, but excluding Horticulture employees. The relating awards include General Construction and Maintenance, Civil and Mechanical Engineering &c (State) Award; Crown Employees (Skilled Trades) Award; and the Transport Industry (State) Award.

PARTIES: Zoological Parks Board of New South Wales -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales, The New South Wales Plumbers and Gasfitters Employees' Union, Transport Workers' Union of New South Wales
Zoological Parks Board of New South Wales Asset Operations
Employees Taronga Zoo Enterprise Agreement 2003

1. Title

This Agreement is the Zoological Parks Board of New South Wales Asset Operations Employees Taronga Zoo Enterprise Agreement 2003.

<table>
<thead>
<tr>
<th>Clause No.</th>
<th>Subject Matter</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Title</td>
</tr>
<tr>
<td>2.</td>
<td>Arrangement</td>
</tr>
<tr>
<td>3.</td>
<td>Definitions</td>
</tr>
<tr>
<td>4.</td>
<td>Parties to the Agreement</td>
</tr>
<tr>
<td>5.</td>
<td>Application</td>
</tr>
<tr>
<td>6.</td>
<td>Operation of Agreement</td>
</tr>
<tr>
<td>7.</td>
<td>Objectives</td>
</tr>
<tr>
<td>8.</td>
<td>Savings Clause</td>
</tr>
<tr>
<td>9.</td>
<td>No Extra Claims</td>
</tr>
<tr>
<td>10.</td>
<td>Availability of Agreement</td>
</tr>
<tr>
<td>11.</td>
<td>Dispute and Grievance Resolution</td>
</tr>
<tr>
<td>12.</td>
<td>Workplace Flexibility and Multiskilling</td>
</tr>
<tr>
<td>13.</td>
<td>Types of Employment</td>
</tr>
<tr>
<td>13.1</td>
<td>Permanent Employees</td>
</tr>
<tr>
<td>13.2</td>
<td>Temporary Employees</td>
</tr>
<tr>
<td>13.3</td>
<td>Full-time Employees</td>
</tr>
<tr>
<td>13.4</td>
<td>Part-time Employees</td>
</tr>
<tr>
<td>13.5</td>
<td>Casual Employees</td>
</tr>
<tr>
<td>13.6</td>
<td></td>
</tr>
<tr>
<td>13.7</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Multiple Contracts</td>
</tr>
<tr>
<td>15.</td>
<td>Probation</td>
</tr>
<tr>
<td>16.</td>
<td>Conditions of Employment</td>
</tr>
<tr>
<td>17.</td>
<td>Wage Increase</td>
</tr>
<tr>
<td>18.</td>
<td>Payment of Wages</td>
</tr>
<tr>
<td>19.</td>
<td>Classifications and Grading</td>
</tr>
<tr>
<td>19.1</td>
<td>Apprentice</td>
</tr>
<tr>
<td>19.2</td>
<td>Labourer/Driver/Operator</td>
</tr>
<tr>
<td>19.3</td>
<td>Reuse Plant Operator</td>
</tr>
<tr>
<td>19.4</td>
<td>Tradesperson</td>
</tr>
<tr>
<td>19.5</td>
<td>Operations Supervisor, Assets</td>
</tr>
<tr>
<td>20.</td>
<td>Grade Progression and Appointment</td>
</tr>
<tr>
<td>21.</td>
<td>Allowances</td>
</tr>
<tr>
<td>21.1</td>
<td>Tool Allowance</td>
</tr>
<tr>
<td>21.2</td>
<td>Licence Allowance</td>
</tr>
<tr>
<td>21.3</td>
<td>Registration Allowance</td>
</tr>
<tr>
<td>21.4</td>
<td>Labourer/Driver/Operator Leading Hand Allowance</td>
</tr>
<tr>
<td>21.5</td>
<td>Tradespersons Leading Hand Allowance</td>
</tr>
<tr>
<td>21.6</td>
<td>Higher Duties Allowance</td>
</tr>
<tr>
<td>21.7</td>
<td>First Aid</td>
</tr>
<tr>
<td>21.8</td>
<td>Special Rates</td>
</tr>
<tr>
<td>21.9</td>
<td>Chokage Allowance</td>
</tr>
<tr>
<td>21.10</td>
<td>Fouled Equipment Allowance</td>
</tr>
<tr>
<td>21.11</td>
<td>Apprentice Examination Allowance</td>
</tr>
</tbody>
</table>
21.15. Laundry Allowance
21.16. Electronic Paging Devices Allowance
21.17. Travel Allowance
22. Insurance of Tools
23. Rosters
24. Hours of Work
   24.1. Ordinary Hours
   24.2. Weekend and Public Holiday Work
   24.3. Rostered Days Off
25. Absences
26. Penalty Rates
27. Overtime
28. Rest Period
29. Call Back
30. Meal Allowances
31. Washing Up Time
32. Annual Leave and Loading
33. Meal and Morning Tea Breaks
34. Public Holidays and Picnic Days
35. Uniforms and Protective Clothing
36. Contractors & Volunteers
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)
Schedule 2 - Allowances
Schedule 3 - Conditions of Employment

3. Definitions

"Agreement" means the Zoological Parks Board of New South Wales Asset Operations Employees Taronga Zoo 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.

"Labourer/Driver/Operator" means a person employed as a Labourer and / or Driver and / or Operator.

"Ordinary hours" means up to 152 hours per designated period of 28 continuous days that an employee is rostered for ordinary hours work in accordance with subclause 23.1 of this Agreement, and is not paid overtime.

"Supervisor" means a person who supervises Asset Operations employees.

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

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

4. Parties to the Agreement

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

Zoological Parks Board of New South Wales;

Australian Workers Union, New South Wales;

New South Wales Plumbers and Gasfitters Employees Union;

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

Electrical Trades Union of Australia, New South Wales Branch;

Transport Workers Union of Australia, New South Wales Branch; and

Employees covered by this Agreement as prescribed in subclause 5.1

5. Application

5.1 The Agreement applies to and is binding on permanent, temporary and casual employees, employed on either a full-time, part-time or casual basis of the Asset Operations Section of Taronga Zoo who are employed as Tradespersons; Apprentice Tradespersons; Labourer/Driver/Operators; Operations Supervisor, Assets; and Reuse Plant Operator, but excluding Horticulture employees.

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

(i) Works and Trades Employees, Taronga Zoo - Zoological Parks Board of NSW 2000 Enterprise Agreement

(ii) Crown Employees (Skilled Trades) Award

(iii) General Construction and Maintenance, Civil and Mechanical Engineering & C (State) Award

(iv) Transport Industry (State) Award

5.3 The Agreement will over-ride the instruments contained in subclause 5.2 (ii)-(iv) where there is any inconsistency. Where the Agreement is silent, the provisions in the appropriate industrial instrument contained in subclause 5.2 (ii)-(iv) will apply unless the conditions of employment are prescribed in policies of the Board. Such policies shall be in accordance with legislative requirements and their amendments.

6. Operation of Agreement

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

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

7. Objectives

7.1 The parties to the Agreement are committed to the objectives of the Agreement
7.2 Through the provisions of the Agreement, the Board is seeking to enhance the achievement of its vision and mission by improving workplace efficiencies and the productive, co-operative and harmonious workplace of the Asset Operations Section of Taronga Zoo. It also aims to provide training and development opportunities, improved flexibility of jobs and duties, and a safe work environment.

8. Savings Clause

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

9. No Extra Claims

9.1 During the nominal term of the Agreement, the parties agree not to pursue any further claims in relation to matters covered by the Agreement, 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 all existing and new employees covered by this Agreement for their own purposes.

11. Dispute and Grievance Resolution

11.1 The objective of the procedures contained in this clause, is the prevention of or timely resolution of disputes and grievances at the level they occur in the workplace, through the provision of information, consultation, co-operation and negotiation.

11.2 The parties to the Agreement agree that every effort will be made to resolve any grievance or dispute amicably between the parties as quickly as practicably possible.

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 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 a bona fide and critical occupational health, safety and environment issue exists, an employee shall not work in an unsafe environment and where appropriate, accept alternative suitable work while the procedures contained in this clause are applied.

11.5 An employee who is a member of a Union, may seek the advice or assistance of their Union at any stage of the procedures contained in this clause. An employee may also seek the advice and support from the General Manager, Assets; Manager, Facilities; Operations Manager, Assets and/or the General Manager, Human Resources 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 Vocational Training Order for Apprentice Tradespersons made under the Apprenticeship and Traineeship Act 2001 will override any conflicting steps contained in this clause.

11.8 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 11.9 shall apply.

11.9 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 11.10 shall apply.

11.10 Discussions regarding the matter shall include the employee and/or their Union representative and representatives of Assets 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.

11.11 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 duties.

12.2 The workforce is multiskilled, flexible, co-operative and embraces the varying demands of employment with the Board. Employees will be trained in basic skills which were previously regarded as the work of the various trades.

12.3 Employees will perform work which is within their skill, competence and training consistent with the classification structure of this Agreement, provided that such work is not designed to promote deskilling. Due regard will be held for the training requirements of Apprentice Tradespersons.

12.4 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. Where employees have the skills, they may engage in minor maintenance work to ensure the smooth operation of the workplace. Before minor maintenance work is undertaken by other employees, such work shall be approved, where practicable, by the Operations Manager, Assets.

12.5 Transportation of animals or any other cargo will be allocated to employees based on driver licensing requirements, vehicle size, occupational health, safety and environment issues, animal welfare and any legislative or regulatory requirements for the type of animal involved. Determination of the method of transport to be used for movement of animals and cargo will reflect the understanding between the Board and Unions that professional drivers will be used in animal transportation where it is considered appropriate for such use. Such determination will involve consultation between the Board’s Life Sciences management and the Operations Manager, Assets, including the Leading Hand, Transport.

12.6 A series of policy guidelines will be established for animal transportation to be reviewed on an annual basis in consultation with the Transport Workers Union.

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.

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

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

13.3 Temporary Employees

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

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

13.4 Full-time Employees

The ordinary hours of work for full-time employees shall average 38 hours per week, comprising of a total of 152 ordinary hours per designated period of 28 continuous days that an employee is rostered for ordinary hours work in accordance with subclause 23.1 of this Agreement, and is not paid overtime.

13.5 Part-time Employees

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

The number of hours per week to be worked by a part-time employee shall be mutually agreed to between the employee and the Board, provided that the minimum number of hours worked shall be not less than 32 hours per designated period of 28 continuous days. The Board may vary the pattern of hours of a part-time employee by giving 14 days written notice or by mutual agreement.

13.6 Casual Employees

Employees engaged on a casual basis are those which are engaged to perform work by the hour and paid on an hourly basis, employed by the Board on a short or irregular basis, which the Board has no intention of continuing employment, and the employee has no reasonable expectation of continuing employment. Casual employment may be terminated by one hour's notice by either the Board or the employee.

Casual employees will receive a 15% loading in addition to the rates of pay prescribed in Schedule 1 of the Agreement. This loading is not payable on overtime or when penalty rates in accordance with clause 26 are payable. This loading is to compensate employees for leave, excluding long service leave, and the casual nature of their employment.

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

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

### 14. Multiple Contracts

14.1 Employees may be engaged by the Board under more than one type of employment referred to in clause 13 of the Agreement, or the same type of employment but different classification for work not covered by this Agreement. Such arrangements are subject to being made under separate and distinct contracts of employment where one does not attract penalties in relation to the other and each stands alone with respect to the application of this Agreement or other industrial instruments to which the Board is a party.

14.2 An employee shall not be engaged under multiple contracts for work relating to the employee’s area of expertise where such work would normally attract the payment of overtime or penalties.

### 15. Probation

15.1 All permanent employees upon their appointment with the Board, will have a probationary period.

15.2 The period of probation is a trial period of the employee’s ability to satisfactorily perform the required tasks of their position and shall be for a period of 6 months. This initial probationary period may be extended by the Board for a further probationary period of not more than 6 months where the employee has been advised that the performance of their tasks has not been satisfactory and has been provided with an opportunity to achieve satisfactory performance within the initial 6 month probationary period.

15.3 During the probationary period, employment may be terminated by the Board with one week's notice.

### 16. Conditions of Employment

Conditions of employment, including Maternity Leave, Parental Leave, Adoption Leave, Military Leave and Carer’s Leave which were previously contained in the Works and Trades Employees, Taronga Zoo - Zoological Parks Board of NSW 2000 Enterprise Agreement, shall be prescribed in accordance with the policies in Schedule 3 of this Agreement as in force from time to time.

### 17. Wage Increase

17.1 This Agreement provides for increases to the annual wage rates of employees in exchange for improved efficiencies and productive workplace arrangements that are in place at the time of entering into the Agreement in accordance with the Memorandum of Understanding entered into by the parties in 2001. The following wage increases will be effective from the first full pay period commencing on or after the dates specified below after the Agreement is certified by 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 subclause 17.1(i), will be paid to employees from the due date.

17.3 The wage increases prescribed in subclauses 17.1(ii) and 17.1(iii) will be paid to employees after the certification of this Agreement from the first full pay period commencing on or after the applicable effective date.

17.4 Schedule 1 of the Agreement prescribes the rates of pay to be paid to employees in each classification and grade following the wage increases prescribed in this clause.
17.5.1 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 shall not form part of this structure and should such employees resign, be promoted etc. the higher wage rates will no longer be used.

17.5.2 The personal rates referred to in subclause 17.5.1 will stay in place for all purposes but the Board may absorb any increases through the life of the Agreement until they come in line with other employees on the same classification as them.

18. Payment of Wages

18.1 Wages shall be paid fortnightly to employees and paid by direct deposit into a recognised financial institution bank account nominated by the employee.

18.2 The Board shall provide to each employee a pay advice docket.

18.3 This subclause applies where the relevant parent award prescribes additional payments to employees affected by late or delayed payment of wages.

(i) Such additional payments referred to in this subclause 18.3 shall not apply 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, payment of additional monies such as overtime, periodic allowances, etc may be paid in the following pay period, such arrangement arising from the need to process the payroll in advance of the normal timeframe.

19. Classifications and Grading

19.1 The rates of pay for Asset Operations employees will be those set out in Schedule 1 of the Agreement.

19.2 The provisions of this clause 19 shall not limit the Board from allocating to employees other duties consistent with clause 12 - Workplace Flexibility and Multiskilling of the Agreement, or, with written advice, changing the expected nature and mix of duties consistent with the classification structure.

19.3 Apprentice

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

19.4 Labourer/Driver/Operator

Persons employed as Labourer/Driver/Operator with or without a Leading Hand allowance, will be identified according to the vocational strand of their principal function.

"Principal function" means the position that the employee currently holds (e.g. Maintenance/Construction Worker, Transport Worker)

Persons employed as Labourer/Driver/Operator, with or without a Leading Hand allowance, shall undertake a mix of duties (e.g. 80% Maintenance/Construction : 20% Transport; 80% Plant Operation : 20% Maintenance/Construction).

Grade 1 - Labourer/Driver/Operator
The requirements of Labourer/Driver/Operator Grade 1 are:

- Less than 12 months relevant experience.
- Perform basic tasks in maintenance, construction and transport.
- Performance monitored by close supervision.
- Training Requirement - will be required to complete Induction Course.

Grade 2 - Labourer/Driver/Operator

In addition to the requirements of Labourer/Driver/Operator Grade 1, employees must fulfill the following requirements as Labourer/Driver/Operator Grade 2:

- Minimum 12 months relevant experience.
- Perform tasks in maintenance, construction and transport under general supervision and direction.
- Operate relevant machinery and tools.
- Training Requirement - will be required to undertake on-the-job training to develop skills relevant to Taronga Zoo, including approved manual handling and safety awareness courses.

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

Grade 3 - Labourer/Driver/Operator

In addition to the requirements of Labourer/Driver/Operator Grade 2, employees must fulfill the following requirements as Labourer/Driver/Operator Grade 3:

- 2 years or more relevant experience.
- Perform tasks without supervision.
- Perform some complex tasks within the range of duties required by the Board, exercising some initiative in the application of established work practices.
- Operate relevant machinery and tools.
- Contribute to decision making processes via Operation Supervisor/s, Assets.
- Capable of and may be required to supervise employees.
- Training Requirement - will be required to undertake on-the-job training in basic tradespersons skills as required by the Board.

Note: For those employed as Labourer/Driver/Operators at the time of certification of the Agreement only 12 months relevant experience is required to progress to Grade 3.
19.5 Reuse Plant Operator

The requirements of Reuse Plant Operator are:

Ensure plant operation and maintenance is performed in accordance with operational licensing requirements of the plant.

Ensure the plant is maintained in a clean, presentable and operational manner.

Administer plant documentation including the provision of reports regarding plant conditions, testing and licensing status to the Operations Supervisor, Assets and Asset Operations Management.

19.6 Tradesperson

Grade 1 - Carpenter, Motor Mechanic, Painter, Plumber, Plasterer, Welder (First Class), Electrical Fitter

The requirements of Tradesperson Grade 1 are:

Undertake a full range of tradespersons duties.

Able to work without supervision.

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

Training Requirement - required to have completed Trade Certificate, and will undertake on-the-job training in basic skills of other trades, as required.

Grade 2 - Carpenter, Motor Mechanic, Painter, Plumber, Plasterer, Welder (First Class), Electrical Fitter

In addition to the requirements of Tradesperson Grade 1, employees must fulfill the following requirements as Tradesperson Grade 2:

12 months or more relevant experience.

Exercise independent action.

Capable of and may be required to supervise employees.

Contribute to decision making processes via Operation Supervisor/s, Assets.

May assist in running training courses under the direction of the Supervisor.

Training Requirement- required to have completed Trade Certificate, and undertake on-the-job training in basic skills of other trades, as a minimum.

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 will be considered on the employee’s anniversary of commencing in the role and is subject to satisfactory service. (The exception to this will be progression from Grade 1 to Grade 2 and Grade 2 to Grade 3 for Labourer/Driver/Operators employed prior to the certification of this Agreement. This shall be considered six monthly in accordance with subclause 19.4).

20.3 Progression from Grade 2 to Grade 3 within the Labourer/Driver/Operator classification will also require a preparedness to fully integrate the duties of Driver, Labourer and Operator.

20.4 Progression within the rates prescribed for the years of service for Apprentice Tradespersons will be in accordance with the Vocational Training Order made under the *Apprenticeship and Traineeship Act* 2001.

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

20.6 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 With the exception of:

(i) Labourer/Driver/Operator and Tradesperson Leading Hand Allowances when not appointed as a Leading Hand (subclauses 21.7 and 21.8)

(ii) Higher Duties Allowance (subclause 21.9)

(iii) First Aid Allowance (subclause 21.10.1)

(iv) Occupational First Aid Allowance (subclause 21.10.2)

(v) Chokage Allowance (subclause 21.12)

(vi) Fouled Equipment Allowance (subclause 21.13)

(vii) Laundry Allowance (subclause 21.15)

(viii) Electronic Paging Devices Allowance (subclause 21.16)

(ix) Travel Allowance (subclause 21.17)

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

(x) Tool Allowance (subclause 21.4)

(xi) Licence Allowance (subclause 21.5)

(xii) Registration Allowance (subclause 21.6)
21.3 Where an allowance is specified as a weekly rate and an employee who is entitled to the allowance is employed on a part-time or casual basis for less than 38 hours per week, the allowance shall be paid on a pro rata basis by dividing the weekly rate by 5 for a shift rate to a maximum of 5 shifts per week.

21.4 Tool Allowance

The tool allowances as set out in Item 1, Table 1, Schedule 2 of the Agreement shall be paid to Tradespersons and Apprentice Tradespersons in recognition of those employees providing and maintaining their own hand tools.

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

21.5 Licence Allowance

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

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

21.6 Registration Allowance

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

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

21.7 Labourer/Driver/Operator Leading Hand Allowance

A Leading Hand allowance shall be paid to a Labourer/Driver/Operator when required to perform the role of Labourer/Driver/Operator Leading Hand in accordance with Item 4, Table 1, Schedule 2 of the Agreement. Where the allowance is to be paid for periods of less than one week, the weekly allowance shall be divided by 5 to get the shift rate.

The Leading Hand allowance will not be paid for periods less than 1 day.

The duties of a Labourer/Driver/Operator Leading Hand are to:

Lead employees, allocate duties, provide direction on work, ensure the quality of works, monitor performance, plan and set out tasks, estimate timelines and meet deadlines.

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

Undertake a wide range of complex tasks.

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

Train employees on-the-job and through formal presentation, if required.

21.8 Tradespersons Leading Hand Allowance
A Leading Hand allowance shall be paid to a Tradesperson when required to perform the role of Tradesperson Leading Hand in accordance with Item 5, Table 1, Schedule 2 of the Agreement. Where the allowance is to be paid for periods of less than one week, the weekly allowance shall be divided by 5 to get the shift rate.

The Leading Hand allowance will not be paid for periods less than 1 day.

The duties of a Tradesperson Leading Hand are to:

Lead employees, allocate duties, provide direction on work, ensure the quality of works, monitor performance, plan and set out tasks, estimate timelines and meet deadlines.

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

Undertake a wide range of complex tasks.

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

Train employees on-the-job and through formal presentation, if required.

21.9 Higher Duties Allowance

Where an employee is required by the Operations Manager, Assets to relieve in the position of Reuse Plant Operator or Operations Supervisor, Assets 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 five consecutive working days or greater.

The higher duties shall be an amount equal to the difference between the salary of the Reuse Plant Operator or Operations Supervisor, Assets, Grade 1 and the ordinary salary of the relieving employee’s substantive position.

Where during the period of relief only a portion of the duties associated with the position of Reuse Plant Operator or Operations Supervisor, Assets are required to be performed, pro rata higher duties allowance will be paid as determined by the Operations Manager, Assets.

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

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

21.10 First Aid

A standard first aid kit shall be provided and maintained by the Board in accordance with Chapter 2 of the Occupational Health and Safety Regulations 2001. In the event of any serious accident happening to any employee whilst at work, the Board, at its own expense, shall provide transport to the nearest hospital or doctor.
21.10.1 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 6, Table 1, Schedule 2 of the Agreement.

21.10.2 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 7, Table 1, Schedule 2 of the Agreement shall be paid to an employee who is appointed as a Senior and Occupational First Aid Officer as a result of this process.

21.11 Special Rates

Built into the wages (in 1994) is a component of $10.00 per week which is paid in lieu of any claims for special rates not covered by this Agreement e.g. dirt money, height money, wet work etc.

21.12 Chokage Allowance

If an employee is employed upon any chokage and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material or a scupper containing sewerage or is required to work in a septic tank in operation, the employee shall be paid an additional allowance as set out in Item 8, Table 1, Schedule 2 of the Agreement.

21.13 Fouled Equipment Allowance

An employee required to work on any pipeline or equipment containing body fluids or body wastes and encounters same, shall be paid an additional daily or part thereof allowance as set out in Item 9, Table 1, Schedule 2 of the Agreement. This allowance shall not apply in circumstances where subclause 21.12 would normally apply.

21.14 Apprentice Examination Allowance

In lieu of receiving an apprentice examination allowance to which an Apprentice who has passed the prescribed annual technical college examinations for the preceding year and in respect of whom a satisfactory report as to conduct; punctuality and workshop progress is furnished by the Supervisor, a component of $1.00 per week is included in the wages for 2nd Year Apprentices for the first year’s examinations; a further $2.00 per week for 3rd Year Apprentices for the second year’s examinations; and a further $3.00 per week for 4th Year Apprentices for the third year’s examinations as prescribed in Schedule 1 of the Agreement.

21.15 Laundry Allowance

Where an employee is required to wear a uniform and the cost of any laundering is not borne by the Board, a laundry allowance as set out in Item 10, 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.

21.16 Electronic Paging Devices Allowance
An allowance, or part thereof, as set out in Item 11, Table 1, Schedule 2 of the Agreement shall be paid to an employee who is directed by the Board to take home an electronic paging device in order that they may be contacted to return to duty when required.

By mutual agreement between the employee and the Operations Manager, Assets an employee may elect to take home an electronic paging device in order that they may be contacted to return to duty when required. In these voluntary circumstances, no such allowance shall be paid to the employee.

21.17 Travel Allowance

A weekly allowance as set out in Item 12 of Schedule 2 shall be paid to all Labourer/Driver/Operators.

This is in lieu of the travel and fares entitlement previously paid to Labourers under the General Construction and Maintenance, Civil and Mechanical Engineering & C (State) Award.

22. Insurance of Tools

22.1 The Board shall insure and keep insured against loss or damage by fire whilst on Taronga Zoo premises, such tools of the employee as are used in the course of employment.

22.2 The employee, if requested, shall furnish the Board with a comprehensive list of the tools referred to in subclause 22.1.

22.3 An employee shall be entitled to reimbursement by the Board for loss of tools up to the value of $1,215 when the tools as prescribed in subclause 22.1 are lost by theft from a breaking and entering during or outside ordinary working hours whilst the tools are stored at the Board’s direction on the job.

23. Rosters

23.1 For employees employed at the date of the certification of this Agreement, 14 days before the commencement of a 28 continuous day period, employees must elect to either work in accordance with subclause 23.1.1 or 23.1.2 below:

23.1.1 Ordinary hours of 152 hours worked in 19 eight hour shifts, Monday to Friday (inclusive) between 5:00 am and 7:00 pm; or

23.1.2 Ordinary hours of 152 hours worked Monday to Saturday 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.

23.2 For all employees employed after the date of certification of this Agreement, their ordinary hours of work shall be in accordance with 23.1.2.

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

23.4 The Board will prepare rosters that are fair and equitable and meet equal employment opportunity and occupation, health, safety and environment requirements. In rostering employees, consideration will be given to the preferences and personal commitments of individuals.

23.5 In developing a roster for the next period, the Board and employees will have regard to the roster for the previous period.
23.6 Employees will be rostered 7 days in advance. Changes to published rosters may be made inside 7 days by mutual agreement.

24. **Hours of Work**

24.1 **Ordinary Hours**

24.1.1 The pattern of ordinary hours to be worked is in accordance with subclauses 23.1 and 23.2.

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

24.1.3 Within an ordinary hours rostered shift, an unpaid meal break of 45 minutes shall be taken no later than after every 5 hours worked within the shift.

24.2 **Weekend and Public Holiday Work**

24.2.1 Employees who elect to work in accordance with subclause 23.1.1 are not required to make themselves available to work ordinary hours on weekends and Public Holidays. Under these circumstances, any work performed on these days will be paid at the appropriate overtime rate in accordance with clause 27 of the Agreement.

24.2.2 Where an employee was employed after the date of the certification of this Agreement or elects to work in accordance with subclause 23.1.2, the appropriate penalty rate prescribed in subclause 26.1 of the Agreement shall apply to the ordinary hours worked on Saturdays and Public Holidays.

24.3 **Rostered Days Off**

24.3.1 For employees who elect to work ordinary hours in accordance with 23.1.1, in addition to weekends and Public Holidays, they shall be rostered off for one weekday (Monday to Friday) each 28 continuous days without loss of pay.

24.3.2 Employees employed after the certification of this Agreement or who elect to work ordinary hours in accordance with 23.1.2, shall over the designated period of 28 continuous days, be entitled to a minimum of 9 and a maximum of 12 rostered days off, inclusive of Sundays, but excluding leave and Public Holidays. An employee may not work more than 6 continuous days, except by mutual agreement. As part of the rostered days off, an employee shall be entitled to a minimum of 2 occasions of 2 consecutive days off duty within the designated period of 28 continuous days.

25. **Absences**

25.1 Any paid leave shall be accrued and granted in hours and minutes. Where the employee is absent from work, leave is to match the hours and minutes the employee was rostered to work but absent.

25.2 Public Holidays shall count as 7 hours 36 minutes where they are not worked and the actual hours worked where they are.

25.3 Periods of Leave Without Pay do not accrue any time towards paid ordinary hours.

25.4 Where employees have particular requirements for a day off they should make these known to their Supervisor and as far as practicable these will be taken into consideration when the roster is prepared.

25.5 Employees will not be paid for any unauthorised absences.

26. **Penalty Rates**
26.1 Rostered ordinary hours work will attract penalty rates as specified below for work undertaken during each period, subject to clauses 23.1 and 23.2.

<table>
<thead>
<tr>
<th>Period</th>
<th>Penalty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Monday to Friday 5:00 am to 7:00 pm</td>
<td>Nil</td>
</tr>
<tr>
<td>(ii) Monday to Friday after 7:00 pm before 5:00 am</td>
<td>15%</td>
</tr>
<tr>
<td>(iii) Saturday</td>
<td>50%</td>
</tr>
<tr>
<td>(iv) Public Holidays</td>
<td>150%</td>
</tr>
<tr>
<td>(v) Public Holidays - where in accordance with subclauses 34.2 and 34.3 an additional day is taken off in lieu</td>
<td>50%</td>
</tr>
</tbody>
</table>

26.2 Where an employee commences a shift in one penalty time period and concludes the same shift in a different penalty time period: the hours of that shift worked shall be paid at the applicable rate and attract the relevant penalty for the particular period which the hours within the shift were actually worked.

26.3 Overtime hours worked shall not attract penalty rates.

27. Overtime

27.1 An employee may be directed by the Operations Manager, Assets or their delegate to work overtime, provided it is reasonable for the employee to be required to do so. In determining the reasonableness of the overtime, the employee’s prior commitments outside the workplace, particularly their family responsibilities, community obligations and/or study arrangements shall be taken into account. Consideration shall also be given to the urgency of the work that is required to be performed during overtime, the impact on the operational commitments of Taronga Zoo and effect on customer services.

27.2 An employee shall be entitled to the payment of overtime at the rates of pay prescribed in subclause 27.3 under the following circumstances:

(i) where an employee has had less than 10 consecutive hours off work between the work of successive days in accordance with clause 28 of this Agreement; or

(ii) for the hours worked in excess of 8 hours in one shift for those who elected to work ordinary hours in accordance with subclause 23.1.1;

or

(iii) for the hours worked in excess of 10 hours in one shift for those who elect to work ordinary hours in accordance with subclause 23.1.2 or who were employed after the certification of this Agreement; or

(iv) where an employee is recalled to work overtime after leaving the Taronga Zoo premises in accordance with clause 29 of this Agreement; or

(v) for the hours rostered and worked in excess of 152 hours in a designated period of 28 continuous days; or

(vi) for the employees who elect to work ordinary hours in accordance with 23.1.1, all hours outside Monday to Friday 5:00 am to 7:00 pm; or
(vii) for all work performed on a Sunday; or

(viii) for all work performed on a Sunday; or (viii) 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.

27.3 Overtime rates of pay shall be:

<table>
<thead>
<tr>
<th></th>
<th>Monday - Saturday</th>
<th>Time and a half for the first 2 hours double time thereafter.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Sunday</td>
<td>Double time</td>
</tr>
<tr>
<td>(ii)</td>
<td>Public Holidays</td>
<td>Double time and a half.</td>
</tr>
<tr>
<td>(iii)</td>
<td>No 10 hour break</td>
<td>Double time</td>
</tr>
</tbody>
</table>

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

27.5 Time off work in lieu of overtime payment may be taken by mutual agreement between the employee and the Operations Manager, Assets. Such time shall be calculated at the same rate as would have applied to the payment of overtime as prescribed in subclause 27.3 of the Agreement.

28. Rest Period

28.1 Work wherever reasonably practicable shall be rostered, that employees have at least 10 consecutive hours off work between the work of successive shifts.

28.2 An employee who will not have at least 10 consecutive hours off duty between finishing one shift and being rostered to commence another shift, subject to this clause, shall be released after completion of such shift until there has been 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

28.3 If on the instruction of the Board such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall, in accordance with clause 27 of the Agreement, be paid at double time rates until released from duty and able to take the 10 hour break, without loss of pay for ordinary working time occurring during such absence.

29. Call Back

29.1 An employee recalled to work overtime after leaving the Taronga Zoo premises (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours work at the appropriate rate for each time so recalled. With the exception of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job 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 Taronga Zoo 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.

29.2 Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purposes of clause 28, where the actual time worked is less than 3 hours on such recall or on each of such recalls.

30. Meal Allowances

30.1 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.

31. 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.

32. Annual Leave and Loading

32.1 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.

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

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

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

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

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

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

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

33. Meal and Morning Tea Breaks

33.1 Meal breaks shall be of 45 minutes duration and will generally be taken between 12 noon and 12.45 pm, except as detailed in subclause 33.2.

33.2 In accordance with subclause 24.1.3 of the Agreement and to assist in the operation or completion of a job, lunch may be taken between the hours of 10:00 am and 2:00 pm without attracting any penalty payment. In these cases, agreement will be reached between the Supervisor and employee involved on the amendment to the time for the meal break.

33.3 Employees are entitled to a paid morning tea break of 20 minutes duration between 9:30 - 9:50 am. This break can be taken on the job where there are appropriate conditions and facilities. Employees will only return to the Asset Operations area for the tea break if suitable conditions and facilities do not exist.
closer to where work is being performed. Any alteration to the provisions set out in this subclause will be by agreement between the Operations Manager, Assets and the relevant employee.

34. Public Holidays and Picnic Days

34.1 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.

34.2 The first Monday in December 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 and given an additional day off in accordance with subclause 26.1(v).

34.3 It is recognised that the members of the Transport Workers Union have their Picnic Day on Easter Saturday which is a declared Public Holiday. Employees who are required to work this day as part of their ordinary hours shall be paid the appropriate penalties for a Public Holiday. Employees may elect to take an additional day off in lieu. Employees who are not required to work Easter Saturday are not entitled to any additional payment or time off. Employees who are required to work Easter Saturday not as part of ordinary hours shall be paid the appropriate overtime rate.

34.4 The Bank Holiday in August each year does not apply to employees covered by this Agreement.

35. Uniforms and Protective Clothing

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

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

35.2 Allocations of uniforms to part-time and casual employees will be determined by the Board in accordance with the work patterns of such employees.

35.3 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.

35.4 Uniforms, protective clothing and other equipment issued by the Board to employees shall remain the property of the Board.

35.5 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.

35.6 All items of protective equipment and clothing issued to an employee shall be returned upon their cessation of employment with the Board.

36. Contractors & Volunteers

36.1 Wherever possible and subject to subclause 36.3, all works carried out at Taronga Zoo shall be performed by employees directly employed by the Board.
36.2 Where any work requires either specialist skills, tools, plant or equipment, the Board shall consider the training of and/or hiring of such tools, plant and equipment to enable employees to carry out the work.

36.3 Where it is impracticable for work to be carried out by employees because specialist skills and/or tools, plant or equipment are unavailable, or the timeframe is unacceptable or there are competing priorities, contractors may be hired to perform the work.

36.4 Where contractors are engaged, the Board shall ensure that all relevant awards and agreements are observed.

36.5 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.

36.6 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.

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 responsibilities as a carer.

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 fulfillment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

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

A Union Official shall have rights of entry in accordance with the *New South Wales Industrial Relations Act* 1996.

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 OH&S; and

(iii) where appropriate, there is an opportunity for Board participation in or contribution to the course.

**SCHEDULE 1**

**RATES OF PAY (WEEKLY)**

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>1 JANUARY 2002</th>
<th>1 JANUARY 2003</th>
<th>1 JULY 2003</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3% WAGE INCREASE</td>
<td>4% WAGE INCREASE</td>
<td>5% WAGE INCREASE</td>
</tr>
<tr>
<td>Apprentice Tradesperson</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year</td>
<td>$284.28</td>
<td>$295.65</td>
<td>$310.43</td>
</tr>
<tr>
<td>2nd Year</td>
<td>$371.01</td>
<td>$385.85</td>
<td>$405.14</td>
</tr>
<tr>
<td>3rd Year</td>
<td>$472.46</td>
<td>$491.36</td>
<td>$515.93</td>
</tr>
<tr>
<td>4th Year</td>
<td>$535.63</td>
<td>$565.38</td>
<td>$593.65</td>
</tr>
<tr>
<td>Labourer/Driver/ Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 1</td>
<td>$592.56</td>
<td>$616.26</td>
<td>$647.07</td>
</tr>
<tr>
<td>Grade 2</td>
<td>$623.25</td>
<td>$648.18</td>
<td>$680.59</td>
</tr>
<tr>
<td>Grade 3</td>
<td>$635.41</td>
<td>$660.83</td>
<td>$693.87</td>
</tr>
<tr>
<td>Reuse Plant Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$690.31</td>
<td></td>
<td></td>
<td>$753.82</td>
</tr>
<tr>
<td>Tradesperson - Grade 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter, Motor Mechanic, Painter, Plasterer, Welder (First Class)</td>
<td>$640.35</td>
<td>$665.96</td>
<td>$699.26</td>
</tr>
<tr>
<td>Plumber</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$646.74</td>
<td></td>
<td></td>
<td>$706.24</td>
</tr>
<tr>
<td>Electrical Fitter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$682.07</td>
<td></td>
<td></td>
<td>$744.82</td>
</tr>
<tr>
<td>Tradesperson - Grade 2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SCHEDULE 2 - ALLOWANCES

#### TABLE 1

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>CLAUSE NO.</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>21.4</td>
<td>Tool Allowances</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Carpenter</td>
<td>$20.90 pw</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Motor Mechanic</td>
<td>$20.90 pw</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Painter</td>
<td>$5.20 pw</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Welder (First Class)</td>
<td>$20.90 pw</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plumber</td>
<td>$20.90 pw</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plasterer</td>
<td>$17.20 pw</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Electrical Fitter</td>
<td>$11.40 pw</td>
</tr>
<tr>
<td>2</td>
<td>21.5</td>
<td>Electricians Licence Allowances</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>A Grade Licence</td>
<td>$28.10 pw</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B Grade Licence</td>
<td>$15.10 pw</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plumber, Gasfitter and Drainer when required to act on:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>plumbers licence</td>
<td>$0.73 ph</td>
</tr>
<tr>
<td></td>
<td></td>
<td>gasfitters licence</td>
<td>$0.73 ph</td>
</tr>
<tr>
<td></td>
<td></td>
<td>drainers licence</td>
<td>$0.61 ph</td>
</tr>
<tr>
<td></td>
<td></td>
<td>plumbers and gasfitters licence</td>
<td>$0.98 ph</td>
</tr>
<tr>
<td></td>
<td></td>
<td>plumbers and drainers licence</td>
<td>$0.98 ph</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gasfitters and drainers licence</td>
<td>$0.98 ph</td>
</tr>
<tr>
<td></td>
<td></td>
<td>plumbers, gasfitters and drainers licence</td>
<td>$1.35 ph</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Electric Welding (DIRE Certificate)</td>
<td>$0.42 ph</td>
</tr>
<tr>
<td>3</td>
<td>21.6</td>
<td>Plumber’s Certificate of Registration Allowance</td>
<td>$0.56 ph</td>
</tr>
<tr>
<td>4</td>
<td>21.7</td>
<td>Labourer/Driver/Operator Leading Hand Allowance</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 - 5 employees</td>
<td>$18.70 pw</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 or more employees</td>
<td>$26.50 pw</td>
</tr>
<tr>
<td>5</td>
<td>21.8</td>
<td>Tradesperson Leading Hand Allowance</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 - 5 employees</td>
<td>$25.90 pw</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 or more employees</td>
<td>$33.20 pw</td>
</tr>
<tr>
<td>6</td>
<td>21.10.1</td>
<td>First Aid Allowance</td>
<td>$8.50 pw</td>
</tr>
<tr>
<td>7</td>
<td>21.10.2</td>
<td>Occupational First Aid Allowance</td>
<td>$14.90 pw</td>
</tr>
<tr>
<td>8</td>
<td>21.12</td>
<td>Chokage Allowance</td>
<td>$4.66 pd</td>
</tr>
<tr>
<td>9</td>
<td>21.13</td>
<td>Fouled Equipment</td>
<td>$4.66 pd</td>
</tr>
<tr>
<td>10</td>
<td>21.15</td>
<td>Laundry Allowance</td>
<td>$3.20 pw</td>
</tr>
<tr>
<td>11</td>
<td>21.16</td>
<td>Electronic Paging Device Allowance</td>
<td>$6.90 pw</td>
</tr>
<tr>
<td>12</td>
<td>21.17</td>
<td>Travel Allowance</td>
<td>$10.20 pw</td>
</tr>
</tbody>
</table>

### 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.

**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 5.17 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 9.2 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.
This agreement is made on the thirteenth day of March 2003.

Signed for and on behalf of the Zoological Parks Board of New South Wales

Signature:  
Printed Name:  
Witness:  
Date:  

Signed for and on behalf of the employees by the

Australian Workers Union, New South Wales Branch

Signature:  
Printed Name:  
Witness:  
Date:  

Electrical Trades Union of Australia, New South Wales Branch

Signature:  
Printed Name:  
Witness:  
Date:  

Transport Workers Union of Australia, New South Wales Branch

Signature:  
Printed Name:  
Witness:  
Date:  

New South Wales Plumbers and Gasfitters Employees Union

Signature:  
Printed Name:  
Witness:  
Date:  