

ENTERPRISE AGREEMENT

NO: E.A. 452 /1994

DATE REGISTERED: 18-11-94

PRICE: \$ 72-00

ENTERPRISE AGREEMENT

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

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## PART 1 - WORKS, TRADES &amp; CLEANING

1. Title

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

2. Parties to the Agreement

An enterprise agreement, made in pursuance of the NSW Industrial Relations Act, 1991 in accordance with the provisions of sections 115-142 of the said Act, entered into between the Zoological Parks Board of NSW and the Works Committee of the Works Section of Western Plains Zoo.

3. Coverage

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

3.2 This agreement shall totally regulate the terms and conditions of employment previously regulated by:

- i) The Works and Trades Employees, Western Plains Zoo - Zoological Parks Board of NSW Enterprise Agreement 1993.
- ii) Industrial Agreement No. 8668 between the Federated Miscellaneous Workers Union of Australia, New South Wales Branch and the Zoological Parks Board of New South Wales.

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 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, part-time or casual. (Casual Cleaners see clause 28).
- 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 and casual 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 determined from time to time under the Public Sector Management Act, 1988.
- 7.5 The number of hours per week to be worked by a part-time employee shall be mutually agreed between the employee concerned and the employer provided that the minimum number of hours worked shall be eight hours per week.
- 7.6 Nothing in this agreement shall affect the right of the employer to dismiss an employee in accordance with the Zoo's Disciplinary Procedures (see attachment 3).
- 7.7 Unauthorised absences shall result in loss of pay.

8. Flexibility of Work Practices

- 8.1 Demarcation barriers are to be abolished and as such:
- (a) The employer may direct an employee to carry out such duties that are within the employee's skill, competence and training, provided that such duties do not promote deskilling.
- (b) The employer may direct an employee to carry out designated duties and use such tools and equipment as may be required, provided that the employee has been properly instructed in the use of such tools and equipment.
- (c) Any direction issued by the employer as above (a) and (b), shall be consistent with the Occupational Health and Safety Act.
- 8.2 In particular, employees of all grades will participate in performing relief duties when other

employees are on leave. Such relief duty will be consistent with clause 8.1 (a), (b) and (c). eg Labourers will perform cleaning duties within their skill, competence and training. eg Cleaners will perform maintenance duties within their skill, competence and training.

- 8.3 Works employees performing relief cleaning duties will be paid at their own wage rate (plus an additional \$1.60 per shift, see clause 9.9). Where such work is for a period of time that includes Saturdays or Sundays, the allowances contained in clause 25 will be paid. Where such work is performed on Sundays and Public Holidays, additional Annual Leave shall be granted in accordance with the Public Service of NSW Personnel Handbook (see attachment 1).
- 8.4 However where relief cleaning duties arise through an emergency (such as sick leave) on Saturdays or Sundays, this will generally be addressed by the working of overtime. The overtime will be firstly offered to any available cleaner and secondly to works and trades employees. There may be instances where a casual cleaner will be used.

## 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 30 April, 1993) 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

An allowance of \$13.00 per week shall be paid to all employees. It replaces the travel allowance which was previously paid to some employees and compensates for the isolated environment of the construction work undertaken at Western Plains Zoo.

### 9.4 Tool

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	\$16.50
Motor Mechanic	\$16.50
Painter	\$ 4.10

Plumber

\$16.50

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

The following allowances shall be paid per week to employees in Grade 4 (Tradespersons) when required to hold and act upon a licence:

	\$p.w.
Plumbers Licence	21.66
Gasfitters Licence	21.66
Drainers Licence	18.24
Plumber/Gasfitter	28.88
Plumber/Drainer	28.88
Gasfitter/Drainer	28.88
Plumber/Gasfitter/Drainer	39.90

#### 9.6 Registration

A plumber who is required to be the holder of a Certificate of Registration shall be paid \$16.72 per week.

#### 9.7 Leading Hand

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

- i) 1-5 employees \$22.60 per week
- ii) 6-10 employees \$28.90 per week
- iii) more than 10 employees \$37.80 per week

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

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

The 5 day qualifying period shall not apply where employees are temporarily appointed to supervise staff employed under the 'LEAP' or other similar

government schemes. Such payments shall be made for the full 5 day week even where the staff to be supervised are only on site for 3 days per week.

- C. Higher duties allowance will be available to cleaning employees in accordance with the NSW Public Service Personnel Handbook. However no allowance will be paid when the Grade 3 cleaner is away from work in accordance with the normal roster.

9.8 Special Rates

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

9.9 Refuse and Toilet Allowance

These allowances, previously paid to cleaners have been incorporated into the wages. 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 \$7.00 per week. Casual employees shall be paid an additional amount of \$1.10 per shift.

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 30 April, 1993.

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. 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.

## 14. Grievance and Dispute Handling Procedure

14.1 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.

14.2 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.

14.3 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 Associations delegates who shall then take up the



matter with the Director. The Director will commence some action within 5 working days.

- 14.4 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.
- 14.5 If a claim or dispute is still unresolved it may be referred to the appropriate Industrial Tribunal.
- 14.6 Nothing contained in these procedures will preclude both parties from entering into direct negotiations on any matter.
- 14.7 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.
- 14.8 The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.
15. Term of Agreement and Review  
This agreement shall operate from the date of registration and shall remain in force for a period of 2 years unless varied or terminated earlier by the provisions provided by the Industrial Relations Act, 1991.

## PART 2 - WORKS AND TRADES

### 16. Structure and Grades

16.1 Rates of pay at effective date of agreement.  
\$ p.w.

<u>Grade 1</u>	
Labourer	453.20
<u>Grade 2</u>	
Labourer	
Level 1	487.20
Level 2	496.90
Level 3	504.10

<u>Grade 3</u>	
Labourer	526.70

<u>Grade 4</u>	
Carpenter, Motor Mechanic, Painter	
Level 1	508.40
Level 2	532.00

Plumber	
Level 1	513.20
Level 2	537.10

<u>Grade 5</u>	566.40
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16.2 Rates of pay at 1.1.95.

\$ p.w.

<u>Grade 1</u>	
Labourer	466.80

<u>Grade 2</u>	
Labourer	
Level 1	501.80
Level 2	511.80
Level 3	519.20

<u>Grade 3</u>	
Labourer	542.50

<u>Grade 4</u>	
Carpenter, Motor Mechanic, Painter	
Level 1	523.70
Level 2	548.00

Plumber	
Level 1	528.60
Level 2	553.20

<u>Grade 5</u>	583.40
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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)

Supervise 1-5 staff, allocate duties, provide direction on work, monitor performance, plan and set priorities, meet deadlines. Responsible for basic training.

perform a wide range of complex tasks.

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

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

#### 17.4 4 Carpenter, Mechanic, Painter, Plumber

1  
Able to perform a full range of tradespersons duties. Able to work without supervision and capable of supervising

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

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

#### Lev 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 undertake training courses.

#### 17.5 Grade 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.

### PART 3 - CLEANING

#### 20. Structure and Grades

20.1 Rates of pay at effective date of agreement.

	\$ p.w.
<u>Grade 1</u> Cleaner	383.00
<u>Grade 2</u> Cleaner	439.00

<u>Grade 3</u> Supervisor of Cleaners	477.40
20.2 Rates of pay at 1.1 95.	\$ p.w.
<u>Grade 1</u> Cleaner	398.30
<u>Grade 2</u> Cleaner	456.60
<u>Grade 3</u> Supervisor of Cleaners	496.50
20.3 Rates of pay at 1.7.95.	\$ p.w.
<u>Grade 1</u> Cleaner	410.20
<u>Grade 2</u> Cleaner	470.30
<u>Grade 3</u> Supervisor of Cleaners	511.40

## 20.2 Progression

- i) Progression from Grade 1 to Grade 2 will be upon the satisfactory completion of 6 months service or relevant experience.
- ii) Progression to Grade 3, will be by appointment based on a competitive selection process.

21. Definition of Grades21.1 Grade 1 Less than 6 months relevant experience.

Perform basic tasks in line with the duties described for a Grade 2 Cleaner below. Performance is monitored by close direction and/or continual performance assessment. In most circumstances, this rate will be paid to casual cleaners.

Training - will complete Induction Course.

21.2 Grade 2 Minimum 6 months relevant experience in the range of duties performed in the Cleaning Section.

Highly skilled cleaner 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.

Capable of and required to perform the following range of complex tasks:-

1. ordering supplies and receiving deliveries and/or the responsibility for the distribution and maintenance of toilet and other requisites and cleaning materials in buildings or establishments and/or an employee performing customer or public relations or other duties as required.
2. Carpet Cleaning: operating equipment used in any or all of the following methods: powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly called 'steam cleaning').
3. Cleaning windows on the exterior of multi-storied buildings from swing scaffolds, bosun's chairs, hydraulic bucket trucks or similar devices.
4. Operating 'ride-on' powered sweeping machines.
5. Operating steam cleaning and pressure washing equipment on the exterior of buildings.
6. In addition to picking up litter, required to empty garbage receptacles.
7. Performing the security and public safety functions associated with opening and closing the Zoo to both the staff and the public.
8. Responsible for setting up the function and conference facilities of the Zoo. Requires an understanding of seating and table layout as well as the decorative arrangements.
9. Perform maintenance relief duties within employees skill and training capabilities.

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

### 21.3 Grade 3

Supervise staff, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines.

Able to work independently and be responsible for a section of work following established priorities and

work practices.

Able to perform the wide range of complex tasks as described for Grade 2 employees.

Training - will be prepared to undertake on the job training to develop skills relevant to the Zoo. Will undertake/has completed Supervision Training.

Responsible for basic safety training of staff. Will assist in running training courses.

## 22. Transitional Arrangements

22.1 Employees who were Grade 3 Cleaners under Industrial Agreement No. 8668 will become Grade 2 Cleaners under this agreement.

22.2 The employee who was a Grade 4 Cleaner under Industrial Agreement 8668 will become a Grade 3 Cleaner under this agreement.

## 23. Hours of Work

23.1 A total of 152 hours shall be worked within a roster cycle not exceeding 28 consecutive days. Such hours to be worked in shifts of no more than 8 consecutive hours with not more than one shift in any 24 hour period.

23.2 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.

23.3 Seven consecutive shifts may be worked without the payment of overtime provided that an employee is then rostered off duty for at least the next 48 hours.

23.4 Upon engagement, a new employee (other than a casual employee) may work up to three shifts as part of an initial training period. Such shifts shall be paid for at the appropriate rate but shall not form part of the normal roster cycle provided for in 25.1. The normal roster cycle shall commence on the fourth shift.

23.5 Ordinary hours shall be worked as follows:

a) Day Shift Workers: between the hours of 6am to 6pm Monday to Sunday inclusive, to be worked in one shift of no more than 8 hours duration.

b) Afternoon Shift Workers: any shift finishing after 6pm and at or before 12 midnight, to be worked in one shift of no more than 8 hours duration.



- c) Early Morning Shift Workers: any shift commencing at or after 5am and before 6am, to be worked in one shift of no more than 8 hours duration.
- d) Night Shift Workers: 5 shifts of not more than 8 hours each, finishing subsequent to midnight, and at or before 8am or any shift commencing at or after midnight and before 5am.

#### 24. Allocated Days Off

- 24.1 Where possible, Allocated Days Off (ADOs) shall be scheduled by mutual agreement between employees and the Zoo. ADO's may be accumulated with the approval of management.
- 24.2 Except as provided in 24.1, an employee shall be notified at least 4 weeks in advance of the weekday which is to be the ADO.
- 24.3 The Zoo, with the agreement of the employee concerned may substitute the ADO for another day in the case of an emergency or to meet the requirements of the Zoo.
- 24.4 An individual employee with the agreement of the Zoo may substitute the ADO for another day.
- 24.5 If an ADO falls on a Public Holiday, the employee and the Zoo shall agree to an alternative day as a substitute. In the absence of agreement the substituted day shall be determined by the employer.
- 24.6 An employee required to work on an ADO shall be paid at overtime rates.
- 24.7 Periods of Leave Without Pay do not accrue time towards an ADO.
- 24.8 Employees are not eligible for sick leave on their ADO.

#### 25. Saturday and Sunday Work

- 25.1 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

- 25.2 The allowances in 25.1 shall be in substitution for and not cumulative upon the shift work allowances prescribed in clause 28.

25.3 The allowances in 25.1 only apply to ordinary hours of work.

25.4 The allowances in 25.1 apply to all employees, including casuals.

26. Shift Work Allowances

Subject to clause 25, Saturday and Sunday work, the following additional allowances for shift work shall be paid:

	Percentage
Early morning shift .....	10
Afternoon shift.....	15
Night shift, rotating with day or afternoon shift.....	17.5
Night shift, non-rotating (ie not rotating with an other shift so at least one third of shifts are not night shifts in each roster cycle).....	30

27. Casual Cleaners

27.1 A casual employee is one who is engaged and paid as such.

27.2 A casual employee working ordinary time shall be paid the hourly equivalent of the weekly wage (prescribed in clause 20 and defined in clause 21) plus 15%.

27.3 Appropriate penalties for shift, weekend, public holiday and overtime work shall be paid in addition to the 15% prescribed in 28.2.

27.4 In addition to the ordinary hourly rate prescribed in 28.2 a casual employee shall be entitled to 1/12th or 5/47ths of the ordinary hourly rate as entitlement to pro-rata annual leave. This amount shall be paid at the same time as wages are paid.

27.5 The ordinary working hours shall not exceed 8 hours on any day or night shift without the payment of overtime.

27.6 Shifts of work shall be continuous and subject to a minimum engagement of 4 hours.

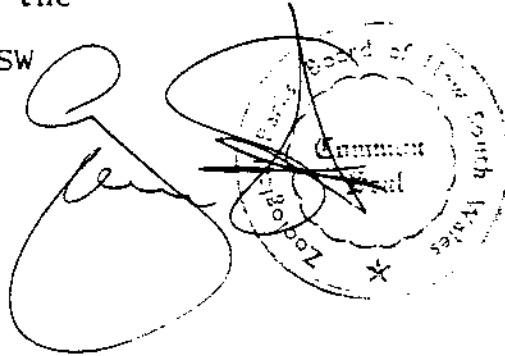
THIS AGREEMENT IS MADE ON 22 DAY OF September 1994.

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

GLENN SMITH  
(Printed Name)

WITNESS

DATE 22.9.94



Signed for and on behalf of the  
employees by the

WORKS COMMITTEE OF THE WORKS  
SECTION OF WESTERN PLAINS ZOO

Allen Asimus  
(Printed Name)

WITNESS

DATE 19/09/94

J Thomson

## 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

*N. Salame*

*J. Thomson*

*D. K.*

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 Subsidy	No

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

ALL SUPERVISORS

FROM: DIRECTOR & CHIEF EXECUTIVE

SUBJECT: SUPERVISION OF SICK LEAVE - A Guideline for Supervisors

DATE: 17TH JULY, 1991

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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.

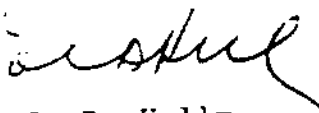
Supervision of sick leave is the responsibility of every Supervisor, and staff should be made aware that sick leave is not a right but a grant approved in times of illness when they are unable to perform their duties. This helps to protect the health of staff, their fellow workers and the public.

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, but 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 and over a prolonged period, the employee's 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, M.B.F.
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 person's 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 Zoo.
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 1 (c)).

  
Dr. J. D. Kelly  
Director & Chief Executive

APPLICATION FOR LEAVE

APPLICANT

PAY NO: \_\_\_\_\_

SECTION: \_\_\_\_\_

SECTION: \_\_\_\_\_

DATE LAST WORKED: \_\_\_\_\_

DATE OF RETURN TO WORK: \_\_\_/\_\_\_/\_\_\_

DURING LEAVE NUMBER \_\_\_\_\_

LEAVE DAYS APPLIED FOR: \_\_\_\_\_ DAYS/HOURS

PUBLIC HOLIDAYS : \_\_\_\_\_

P.D.O.'S : \_\_\_\_\_

EXPI DAYS : \_\_\_\_\_

TOTAL DAYS : \_\_\_\_\_

NATURE OF LEAVE: \_\_\_\_\_  
(Annual, Sick, Special, Without Pay, Worker's Comp. etc.)

REASON FOR LEAVE: \_\_\_\_\_

SIGNATURE OF APPLICANT \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_

\* Sick leave over 2 days must be supported by a Medical Certificate

2. SUPERVISOR

LEAVE RECOMMENDED YES  TIME SHEET/BUNDY CARD NOTED

SUPERVISORS SIGNATURE \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_

3. PERSONNEL

LEAVE APPLIED FOR IS DATED \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_

LEAVE AUTHORISED/APPROVED BY \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_

4. PAY OFFICE

NOTED ON LEAVE CARD ( ) PAID W/E: \_\_\_/\_\_\_/\_\_\_

WITH PAY ( ) PROCESSED BY: \_\_\_\_\_

WITHOUT PAY ( ) NEXT PAY W/E: \_\_\_/\_\_\_/\_\_\_

Date

Mr. J. Smith  
Personnel  
Taronga Zoo

Dear John,

A review of your sick leave record has shown that you have been absent on sick leave on .. 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,

Karen Edwards  
Personnel Manager

c.c.: Supervisor  
Personal File

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

Finance Committee 16.6.89

Agenda Item 5(h)

ZOOLOGICAL PARKS BOARD OF N.S.W.DISCIPLINARY PROCEDURESOverview

The use of formal disciplinary action is only one avenue available to management and supervisors. The disciplinary process should be looked upon as a last resort with other means of correcting a staff member's behaviour being explored first, including informal counselling, positive helpful criticism and suggestions for training and improvement. Generally the formal disciplinary process should not be used until these means have been exhausted.

The work relevance of a staff member's conduct is the main criteria for determining whether disciplinary action is warranted and as such there should be no unnecessary concern with the private lives of staff.

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

- \* a person against whom an adverse decision is to be made should be informed as fully as possible of anything alleged against him or her;
- \* a person should have the opportunity to put his/her case, whether at an oral hearing or in writing;
- \* all parties to the matter should be heard;
- \* all relevant submissions considered;
- \* the person who lays the charge or criticism should not determine it;
- \* the decision maker must be objective and must be seen to act fairly and without bias.

Discipline & Effective Supervision

All supervisors have the primary responsibility for informing their staff about their work responsibilities, in setting standards and providing examples of proper work performance and behaviour.

Commitment and Motivation of Staff

There are positive ways to ensure standards are met and for motivating staff.

- \* communicating clearly what has to be done.

- setting goals jointly
- training staff on-the-job
- ensuring staff get opportunities for training and development
- making sure the goal is recognised
- resolving problems as they occur
- listening to and attempting to sort out grievances
- counselling staff
  - about their work problems
  - career development
  - reference to other counselling services - EAP
  - providing regular, constructive feedback on the staffs' work performance.

## GUIDELINES FOR SUPERVISORS

### The Role of the Supervisor

A supervisors primary responsibility is to the Zoological Parks Board. The role of a supervisor is to ensure standards of honesty, propriety and integrity are adhered to. Should staff fail to observe such standards prompt and decisive action, should be taken under these guidelines, where circumstances require.

### Preliminary Interview

#### Investigation of the Facts.

If as a supervisor you are faced with a potential disciplinary situation, you should investigate the facts - if necessary, request an explanation from the staff member.

Speak to the person away from the immediate work area.

At the beginning of the discussion you should outline the aspects of the staff member's conduct which are of a concern and explore the reasons and possible solutions with the person.

In determining the cause of the problem you might look at:-

- \* whether the staff member has a proper understanding of his or her duties and the standards of work performance and behaviour expected;

- \* whether the problem was the result of poor communication on your part; and
- \* whether the problem was caused by personal difficulties outside work (bear in mind, however, the need to avoid unnecessary intrusion into the person's private life.)
- \* advise staff member of the availability of the EAP counselling service.

If you consider that the discussion itself has been sufficient no further action is necessary, beyond making a record of the discussion (see Section on Documentation) and ongoing monitoring of the staff member's conduct.

At this point there should be an agreement as to the expected future behaviour of the staff member. No further action would be required unless the staff member failed to maintain this performance level.

### Remedial Action Required

Following the preliminary interview you may consider remedial action to be necessary. This may take one or more of the following forms:

- \* more on-the-job training or attendance at training courses;
- \* change in your supervisory style when dealing with the person - a change in communication methods, more direct supervision, being more visible in the workplace
- \* change in the structure of the work flow;
- \* internal discussion with the person;
- \* talking to other staff concerned, eg. if a personality clash is the cause of the problem;
- \* transfer to another area;
- \* offer of referral to the EAP

### Disciplinary Counselling

Disciplinary counselling differs in important respects from the problem solving approach of the preliminary interview. The aim of disciplinary counselling is to:

- \* inform the person that he or she has failed to fulfil his or her duty as an employee and that, although disciplinary action has not been recommended, the matter is regarded seriously;

- \* clearly explain what standards of conduct and work performance are expected, and how the person has fallen short of these standards.

## Warnings

### The Substance of a Warning

Consideration may also be given to warning a staff member explicitly of the possible consequences of continued misconduct. Warnings can be given orally or in writing. Where a warning is given orally a note that the warning has been given should be made. A warning should:

- \* be given by a person in authority;
- \* be clear, incisive and firm;
- \* indicate the nature of the misconduct and set out any relevant instructions, standards, legislative provisions or guidelines which have been breached; and
- \* clearly state the possible consequences of failure to improve. Be careful not to pre-judge the future handling of repeated misconduct. The warning should be drafted to say that future conduct may lead to the consequences specified.

### Retention of Copies of Warnings

The person involved should sign two copies of the warning. One copy is given to the person and the other placed on the Personal file. The copy of the warning on the Personal file can be destroyed after 6 months if it is unlikely that further action will be necessary. This record is not retained after longer than two years unless action to which the warning relates has been taken or is in train.

## Documentation

### Reasons for Keeping Records of Counselling

When you as a supervisor resolve day-to-day problems in the work area, the keeping of records would not normally be necessary.

However, when a counselling interview is initiated by you in relation to unsatisfactory work performance, it will be necessary to keep a record:

- \* as a basis for future action, e.g. in meeting future training and development needs;



- \* as evidence for both parties or witness
- \* to indicate that the staff member's conduct or work performance has been under notice; and
- \* to show action that has taken place before final action such as termination is considered.

This is particularly important in the case of disciplinary counselling. Tell the person at the beginning of the interview that you will be keeping a record.

### Format of Counselling Reports

The record of interview should specify:

- \* the name of the person counselled;
- \* the name and the position of the person undertaking the counselling;
- \* the date counselling was undertaken;
- \* the reason for counselling. When counselling occurs under a specific section of the disciplinary provisions this should be noted;
- \* any agreed outcome or action decided upon; and
- \* copies of relevant documents including written explanations.

### Unnecessary Details to be Avoided

Records of counselling sessions 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' or 'depressive', used without supportive evidence should also be avoided.

### Counselling Record to be Signed by Employee

Two copies of the disciplinary counselling record should be signed by the staff member. One copy should be given to the employee and the other placed on the 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 staff member's disagreement should be added.

When can disciplinary action be taken?

An officer 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 his/her duties; or
- \* engages in any disgraceful or improper conduct, which may bring disrepute to the Zoo

What Supervisors are to do when a Breach of Discipline occurs

See also next section re: cases requiring immediate action and sections dealing with theft, poor work performance and Punctuality. Whilst these guidelines refer to incidents they are also appropriate for the handling of an unsatisfactory general performance.

IN MINOR CASES COUNSELLING SHOULD OCCUR IMMEDIATELY AND AGREEMENT OR OBJECTIVES BE SET TO CORRECT/IMPROVE BEHAVIOUR. REVIEW DATE TO BE AGREED ON. SHOULD COUNSELLING BE UNSUCCESSFUL THE FOLLOWING SHOULD TAKE PLACE:

First incident occurs

Supervisor

- \* Identifies witness/es and obtains report from them on matter;
- \* hears explanation and gives warning;
- \* offers help or support;
- \* takes support action;
- \* writes report

\* invites staff member to write an answering comment on the report and to sign it as acknowledgement of having read it. If the person refuses to read or sign the report write a note to that effect on the report with the date and time of this occurring.

\* advises line management and has report sent to Personnel Manager

Second incident occurs

Supervisor

- \* Identifies witness/es and obtains written report;
- \* consults with line management and Personnel Manager re course of action; at times it may be necessary to proceed to the approach below for the third and subsequent incident;
- \* hears explanation and issues warning or acts as otherwise decided upon in "consultation" above;
- \* offers help or support;
- \* takes support action;
- \* writes report;
- \* invites staff member to write an answering comment on the report and to sign it as acknowledgement of having read it. If the person refuses to read or sign the report write a note to that effect on the report with the date and time of this occurring.
- \* advises line management and has report sent to Personnel Manager immediately.

Personnel

- \* Immediately conducts counselling interview to:-
  - \* Ensure staff member understands position.
  - \* Endeavour to establish cause of problem and to achieve resolution.

Third and subsequent incident occurs

Supervisor

- \* Identifies witness/es and obtains written report;
- \* consults with line management and Personnel Manager re course of action;
- \* writes report including recommendation;

\* invites staff member to write an answering comment on the report and to sign it as acknowledgement of having read it. If the person refuses to read or sign the report write a note to that effect on the report with the date and time of this occurring.

AND/OR

\* participates in disciplinary interview as determined during consultation.

Some possible courses of action;

Offender may be dealt with under the Zoological Parks Board Act, possibly with suspension involved; Police may be called; offender may be transferred, have pay deducted, take leave or be dismissed.

Director

\* Hears both side of case, and may impose one or more of the actions specified above.

Circumstances which may require immediate action

(a) Serious cases where it is considered inappropriate to proceed consistent with these Guidelines should be discussed with line management and the Personnel Manager.

(b) Staff member starts work under the influence of alcohol or other drugs or consumes alcohol or other drugs whilst on duty.

\* Identifies witness/es and obtains written reports;

\* sends staff members home on leave without pay (unless recreation leave is applied for) for remainder of days;

\* when staff members returns, follows steps as for other breaches of discipline under (2) etc., above.

(c) Acts of violence against other staff or supervisor

Supervisor

\* Separate antagonist/s;

\* contact First Aid Officer if needed;

- \* consults line management and Personnel Manager.

#### Line Management

- \* May transfer staff member to another work area; may carry out a disciplinary interview;
- \* may charge staff member with a breach of discipline and may suspend him/her.

#### Personnel Manager

- \* will offer counselling or support if appropriate.

#### Director

- \* Hears case and may impose such a punishment as previously specified.

#### 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.

#### Dismissal

In accordance with the delegation of authority vested in the Director by the Zoological Parks Board, the Director may dismiss an employee for any of the breaches above.

Dismissal is considered the last resort and will only be used in circumstances where a serious or continued breaches occur.