

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/201

TITLE: Works and Trades Employees, Zoological Parks Board of NSW
Enterprise Agreement 1997

I.R.C. NO: 98/2377

DATE APPROVED/COMMENCEMENT: 9 July 1998

TERM: Expires 31 December 1999

NEW AGREEMENT OR
VARIATION: New. Replaces EA 94/215.

GAZETTAL REFERENCE:

DATE TERMINATED: 7 May 1998

NUMBER OF PAGES: 42

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees in the Works and Trades Section of Taronga Zoo who were employed as Tradespersons, Apprentice Tradespersons, Labourers and Drivers, now known as the Trades Group and the Works Group.

PARTIES: Zoological Parks Board of New South Wales -&- 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 Australia, New South Wales Branch





ENTERPRISE AGREEMENT

WORKS AND TRADES EMPLOYEES, TARONGA ZOO
- ZOOLOGICAL PARKS BOARD OF NSW 1997

Registered
Enterprise Agreement
Industrial Registrar

TABLE OF CONTENTS

Clause No.	Subject
5	Aim
14	Afternoon Shift for Night Zoo
11	Allowances
20	Annual Leave Loading
23	Apprentice Tradespersons - Lifting Weights
7	Contract of Employment
25	Contractors
3	Coverage
4	Declaration
10	Definition of Grades
8	Flexibility of Work Practices
26	Grievance and Dispute Handling Procedure
13	Hours of Work
12	Insurance of Tools
18	Leave and Conditions of Employment
17	Meal Breaks and Morning Tea Breaks
19	Overtime
2	Parties to the Agreement
21	Public Holidays and Picnic Days
24	Review of Classification Structure
15	Rostered Days Off
16	Rostered Weekend Work
6	Savings Clause
27	Term of Agreement
1	Title
22	Uniforms and Protective Clothing
9	Wages, Structure and Grades

1. Title

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

2. Parties to the Agreement

An enterprise agreement, made pursuant to the NSW Industrial Relations Act, 1996 in accordance with the provisions of Part 2 of the said Act, entered into between the Zoological Parks Board of NSW and the:-

Australian Workers Union, 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, NSW Branch
 Transport Workers Union of Australia, NSW Branch



covering the Works and Trades Section of Taronga Zoo.

3. Coverage

3.1 This agreement shall only apply to employees in the Works and Trades Section of Taronga Zoo who were employed as Tradespersons, Apprentice Tradespersons, Labourers and Drivers. These are now known as the Trades Group and the Works Group.

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

- i) Enterprise Agreement EA215/94
- ii) Crown Employees (Skilled Tradesmen) Award
- iii) General Construction and Maintenance, Civil and Mechanical Engineering & C (State) Award
- iv) Transport Industry (State) Award

3.3 This agreement will over-ride the abovementioned instruments at points (ii)-(iv) where there is any inconsistency. Where this agreement is silent, the provisions in the appropriate Industrial Instrument mentioned above in points (ii)-(iv) will apply.

4. Declaration

The parties declare that this Agreement:

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

5. Aim

The aim of this agreement is to maintain the productive, co-operative and harmonious workplace in the Works and Trades Section of Taronga 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 or part-time and their employment may be either permanent or temporary.

7.2 Wages shall be paid fortnightly and paid directly (by E.F.T.) into a bank or other account. Employees shall be issued with a pay advice docket.

7.3 i) This sub-clause applies where the parent award prescribes additional payments to staff affected by late or delayed payment of wages.

ii) Such additional payments referred to in (i) above shall not apply where the delay in payment is the responsibility of banks or financial institutions.

iii) When Public Holiday(s) occur 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. This arises from the need to process the payroll in advance of the normal timeframe.

7.3.1 Temporary employment differs from permanent employment in that the period of employment is not permanent. Some indication of the period of employment would be given at the outset of employment but not necessarily a definite fixed period. Employment may be terminated by one week's notice by either party. (The Zoo's Disciplinary Procedures (copy at Attachment 3) will serve as a guide in dealing with unsatisfactory behaviour.)

7.4 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. (The Zoo's Disciplinary Procedures (copy at Attachment 3) will serve as a guide in dealing with unsatisfactory behaviour.)

7.5 The terms and conditions of part-time work will be based on a pro-rata of the entitlements of a full time employee. The hourly rate will be calculated as the appropriate weekly wage defined in clause 9 of this agreement, divided by 38.

7.6 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.

7.7 Nothing in this agreement shall affect the right of the employer to dismiss an employee in accordance with the Zoo's Disciplinary Procedures (copy at Attachment 3).

7.8 Employees will not be paid for any unauthorised absences.

7.9 The Vocational Training Order made under section 22 of the Industrial and Commercial Training Act 1989 will override any conditions of employment for Apprentices otherwise prescribed in this agreement.

8. Flexibility of Work Practices

8.1 The parties agree to work together to ensure flexible work practices 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.

8.2 Employees will be trained in basic skills which were previously regarded as the work of the various trades.

8.3 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 the Apprentice Tradespersons.

8.4 A committee of union and management representatives will be convened to develop a new classification structure that improves efficiency and productivity at the workplace and also recognises skills utilised by staff. Further details of this process are contained in clause 24.

8.5 The wage increases provided for in this agreement are in recognition of existing efficiencies and productive workplace arrangements that are in place at the time of entering into the agreement. The workforce is multiskilled, flexible, co-operative and embraces the varying demands of employment in the Zoo. The parties are committed to negotiating the introduction of new efficiencies throughout the term of this agreement.

9. Wages, Structure and Grades

9.1 Rates of pay are operative from the first pay period

commencing on or after the dates listed below:

	01-01-97 (1%) per week	01-07-97 (3%) per week	01-01-98 (2%) per week	01-07-98 (5%) per week	01-01-99 (5%) per week
<u>Grade 1</u>	\$477.40	\$491.70	\$501.50	\$526.60	\$552.90
<u>Grade 2</u>					
<u>Level 1</u>	\$502.10	\$517.20	\$527.50	\$553.90	\$581.60
<u>Level 2</u>	\$511.90	\$527.30	\$537.80	\$564.70	\$592.90
<u>Grade 3 - Leading Hand</u>					
<u>Grade 4</u>					
<u>Level 1</u> Carpenter, Motor Mechanic, Painter, Plasterer, Welder	\$515.80	\$531.30	\$541.90	\$569.00	\$597.50
Plumber	\$521.10	\$536.70	\$547.40	\$574.80	\$603.50
Electrician	\$549.50	\$566.00	\$577.30	\$606.20	\$636.50
<u>Level 2</u> Carpenter, Motor Mechanic, Painter, Plasterer, Welder	\$525.90	\$541.70	\$552.50	\$580.10	\$609.10
Plumber	\$531.40	\$547.30	\$558.20	\$586.10	\$615.40
Electrician	\$560.30	\$577.10	\$588.60	\$618.00	\$648.90
<u>Grade 5 Leading Hand</u>					
<u>Grade 6 (Projects)</u>	\$649.20	\$668.70	\$682.10	\$716.20	\$752.00
<u>Apprentice</u>					
<u>Tradespersons</u>					
1st Year	\$229.10	\$236.00	\$240.70	\$252.70	\$265.30
2nd Year	\$298.20	\$307.10	\$313.20	\$328.90	\$345.30



primarily, and as a result of those discussions, as I said, the problem does appear to have been addressed. In respect of the detail of those discussions, I might refer that to Ms Swift of the Plumbers and Gasfitters Union.

5

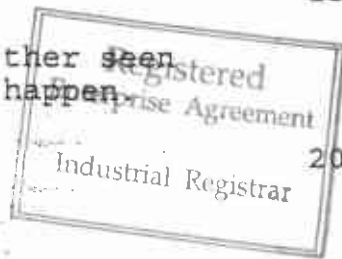
SWIFT: Your Honour, the Plumbers and Gasfitters Union met with Mr Turnbull from the ETU at their office and we discussed our position, that is between the two unions, and the Assistant Secretary of the union, Mr West, spoke to Ms Szalay of the Zoological Parks Board and there was a number of letters exchanged and I have a letter from them to Ms Szalay where her reply indicates the matter has been resolved.

10

If I might tender that.

15

HIS HONOUR: I presume the other parties have either seen it or are happy to acquiesce in what is about to happen.



20

SZALAY: I have copies, your Honour.

SHERRINGHAM: No objection, your Honour.

WYBORN: We have no objection, your Honour.

25



HIS HONOUR: It seems that all parties agree that in terms of clause 9.3 subclause (iv) the appointment based on merit selection will only occur if there is a vacancy in the position and that seems to be the general agreement.



30

I note Ms Szalay has nodded approval as has Ms Swift and I presume the other unions do likewise.

I think that the only outstanding matter, is that right?

SZALAY: Yes, your Honour.

35

HIS HONOUR: I delivered a judgment in this matter on 22 May last in which I indicated that the approval would be forthcoming once an outstanding matter had been resolved. That related to the provisions of clause 9.3 (1. B) and as to whether appointment would not only be based on merit but also would only occur if there was a vacancy.

40

All parties are now agreed there must be a vacancy before that subclause applies. Accordingly, as there are now no outstanding matters, I hereby approve the Works and Trades Employees Taronga Zoo - Zoological Parks Board of New South Wales Enterprise Agreement in the form which was submitted with the application, subject to the variations which were agreed between the parties as set out in my judgment of 22 May last.

45

50

55

3rd Year	\$378.90	\$390.30	\$398.10	\$418.00	\$438.90
4th Year	\$435.40	\$448.50	\$457.50	\$480.40	\$504.40

Registered
Enterprise Agreement
Industrial Registrar

9.2 Any employee in receipt of a wage higher than the rates provided under 9.1 arising from the payment of a personal allowance shall have this recognised. The new rate of pay will reflect the percentage increase paid to comparable employees and/or classifications. However these rates will not form part of this structure and should such employees resign, be promoted etc. the rates will no longer be used.

9.3 Progression within the structure:

i) Progression from Grade 1 to Grade 2 will be upon the satisfactory completion of 6 months service or relevant experience. Relevant experience relates to both the nature of work previously performed and the zoo environment.

ii) Progression from Level 1 to Level 2 within grades 2 and 4 will be based on the completion of training courses relevant to the Zoo's needs. Progression from Level 1 to Level 2 within Grade 2 will also require a preparedness to fully integrate the duties of Driver and Labourer.

iii) Where an employee does not progress to level 2 after 12 months on level 1, it will be the responsibility of the supervisor to discuss such with the employee concerned. The discussion should identify what activities are necessary for the employee to progress. Failure of the Zoo to provide training shall not be a barrier to an employee's progression to level 2.

iv) Placement on Grades 3, 4 and 5 will be by appointment based on a merit selection process.

iv) Placement on Grade 6 will be by allowance and only for the duration of a project.

v) Any dispute which arises from this clause will be dealt with in accordance with clause 26 Grievance and Dispute Handling Procedure.

vi) Progression within the rates prescribed for the years of service for Apprentice Tradespersons will be in accordance with the Vocational Training Order under section 22 of

See transcript
29/7/98

the Industrial and Commercial Training

10. Definition of Grades

10.1 Persons employed prior to the implementation of this agreement, who will be employed in Grades 1, 2 (Level 1) or 3 will be identified as to the vocational strand of their principal function.

10.2 The principal function shall mean the position that the employee held immediately prior to the implementation of this agreement eg Maintenance/Construction Worker, Transport Worker. The employer shall be able to allocate other duties to the employee consistent with Clause 8, Labour Flexibility.

10.3 Persons employed in Grades 1, 2 or 3 following implementation of this agreement shall be advised of the expected nature and mix of duties. (eg 80% Maintenance/Construction: 20% Transport; 80% Plant Operation: 20% Maintenance/Construction.) That advice shall not limit the employer from allocating to that employee other duties consistent with Clause 8 of this agreement, or, with written advice, changing the expected nature and mix of duties consistent with the classification structure.

Grade 1 Less than 6 months relevant experience.

Performs basic tasks in maintenance, construction and transport. Performance is monitored by close supervision.

Training - will complete Induction Course.

Grade 2

Level 1 Minimum 6 months relevant experience.

Operate machinery and tools. Perform tasks in maintenance, construction and transport under general supervision and direction.

Training - will undertake on-the-job training to develop skills relevant to the Zoo such as manual handling, safety awareness.

Level 2 12 months or more relevant experience.

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

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

Training - will have completed at least one approved training course (may be run either internally or externally) to develop skills relevant to the Zoo. Will undertake on-the-job training in basics skills of tradespersons.



Grade 3 (Leading Hand)

Supervise staff, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines. Responsible for Occupational Health and Safety training.

Able to perform a wide range of complex tasks.

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

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

Grade 4 Carpenter, Motor Mechanic, Painter, Plumber, Plasterer, Welder, Electrician.

Level 1

Capable of 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 - completed Trade Certificate, will undertake on-the-job training in basic skills of other trades.

Level 2 12 months or more of relevant experience.

Independent action is to be exercised. Capable of supervising staff.

Training - completed Trade Certificate, completed at

least one approved training course (which may be run either internally or externally), undertake on-the-job training in basic skills of other trades. May assist in running training courses under the direction of the Supervisor.

Grade 5 (Leading Hand)

Responsible for the direct supervision and management of staff. Allocate duties, estimate time lines, responsible for quality of the works. Provide on-the-job training.

Training - Completed occupational health and safety course, manual handling and supervisor training. Capable of assisting the Supervisor in running training courses.

Registered
Enterprise Agreement
Industrial Registrar

Grade 6 (Projects)

Required to work on specific projects, to manage sub-contracts. Responsible for finished product, preparation of estimates and timelines. Supervise other employees.

11. Allowances

11.1 The schedule at 'Attachment 1' prescribes the conditions of employment that are derived from the NSW Public Service Handbook. Allowances shall be paid in accordance with that schedule (as at 1 July, 1997) and/or as detailed hereunder.

11.2 With the exception of:

- First Aid Allowance (clause 11.8)
- Laundry Allowance (clause 11.10)
- Leading Hand Allowance when not appointed as a Leading Hand (clause 11.7)
- Chokage (clause 11.10)
- Foul Equipment (clause 11.11)
- Legionella (clause 11.12)
- Apprentice Examination Allowance (clause 11.13)
- Travel (clause 11.15)

the following allowances will be paid for all purposes.

11.4 Tool

The following allowances shall be paid to employees in Grade 4 (Tradespersons) in recognition of the fact that they provide and maintain their own hand tools:

	\$pw
Carpenter	18.70
Motor Mechanic	18.70
Painter	4.60
Plasterer	15.40

Welder	18.70
Plumber	18.70
Electrical Fitter	9.90

These allowances will be adjusted in line with the Crown Employees (Skilled Tradesmen) Award.

11.5 Licence

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

Electrician	24.20 per week
A Grade	13.00 per week
B Grade	.63 per hour
Plumber	.63 per hour
Gasfitter	.53 per hour
Drainer	.84 per hour
Plumber/Gasfitter	.84 per hour
Plumber/Drainer	.84 per hour
Gasfitter/Drainer	1.16 per hour
Plumber/Gasfitter/Drainer	.36 per hour
Electric Welding	

These allowances will be adjusted in line with the Crown Employees (Skilled Tradesmen) Award.

11.6 Registration

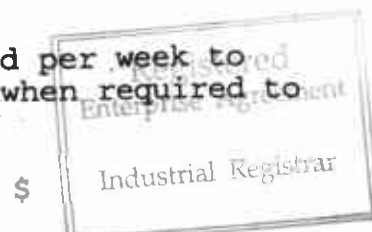
A plumber who is required to be the holder of a Certificate of Registration shall be paid \$0.48 per week. This allowance will be adjusted in line with the Crown Employees (Skilled Tradesmen) Award.

11.7 Leading Hand

The allowances detailed hereunder will not be paid for periods less than 1 day. The weekly rates specified are reduced to a daily figure by dividing by 5.

Employees in Grade 1 and Grade 2 who are required to be in charge of other employees shall be paid the following allowances per week:

- a. Rates at first pay period on/after 1 January 1997.
 - i) 2-5 employees \$15.40
 - ii) 6-10 employees \$21.90
 - iii) more than 10 employees \$28.00
- b. Rates at first pay period on/after 1 July 1997.
 - i) 2-5 employees \$15.90
 - ii) 6-10 employees \$22.60
 - iii) more than 10 employees \$28.80
- c. Rates at first pay period on/after 1 January 1998.



- i) 2-5 employees \$16.20
- ii) 6-10 employees \$23.10
- iii) more than 10 employees \$29.40

d. Rates at first pay period on/after 1 July 1998.

- i) 2-5 employees \$17.00
- ii) 6-10 employees \$24.30
- iii) more than 10 employees \$30.90

e. Rates at first pay period on/after 1 January 1999.

- i) 2-5 employees \$17.90
- ii) 6-10 employees \$25.50
- iii) more than 10 employees \$32.40

Employees in Grade 4 who are required to be in charge of other employees shall be paid the following allowances per week:

a. Rates at first pay period on/after 1 January 1997.

- i) 1-5 employees \$25.10
- ii) 6-10 employees \$32.20
- iii) more than 10 employees \$42.10

b. Rates at first pay period on/after 1 July 1997.

- i) 1-5 employees \$25.90
- ii) 6-10 employees \$33.20
- iii) more than 10 employees \$43.40

c. Rates at first pay period on/after 1 January 1998.

- i) 1-5 employees \$26.40
- ii) 6-10 employees \$33.90
- iii) more than 10 employees \$44.30

d. Rates at first pay period on/after 1 July 1998.

- i) 1-5 employees \$27.70
- ii) 6-10 employees \$35.60
- iii) more than 10 employees \$46.50

e. Rates at first pay period on/after 1 January 1999.

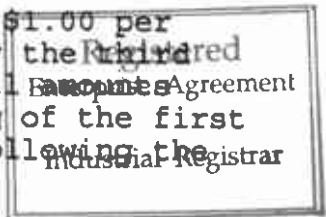
- i) 1-5 employees \$29.10
- ii) 6-10 employees \$37.40
- iii) more than 10 employees \$48.80

Employees in Grades 3 and Grade 5 are paid a Leading Hand Allowance. Employees in these grades may qualify for a higher rate of allowance if required to supervise more employees.

11.8 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

first year's examinations; a further \$1.00 per week, ie \$2.00 in all per week for the second year's examinations; and a further \$1.00 per week, ie \$3.00 in all per week, for the third year's examinations. Such additional amounts shall be payable from the beginning of the first pay period commencing in January following the examinations.



- (ii) An apprentice who, in any year, fails to complete a subject or subjects but is successful in completing such subject(s) concurrently with the passing of the prescribed examination for the succeeding year shall be deemed to qualify for the payment of the allowance specified as if there had not been an initial failure to complete the subject(s).

11.14 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.

11.15 Travel

An allowance of \$10.00 per week shall be paid to all Grade 1, 2 and 3 employees. 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.

11.16 Electronic Paging Devices

An allowance of \$6.80 for each 24 hours shall be paid to an employee who is requested by his employer, and agrees to such request, that they take home an electronic paging device in order that they may be contacted to return to duty when required.

12 Insurance of Tools

12.1 The Zoo shall 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.

12.2 An employee shall be entitled to reimbursement by the Zoo for loss of tools up to the value of \$1087.00 when such tools are lost by theft from a breaking and entering outside ordinary working hours whilst the tools are stored at the Zoo's direction on the job.

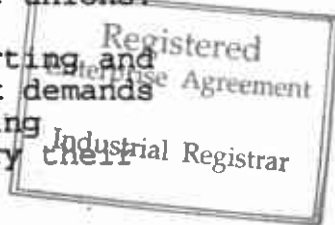
12.3 The employee shall, if requested so to do, furnish the Zoo with a list of his/her tools so used.

13. Hours of Work

13.1 The ordinary hours of work shall be 38 per week and shall be worked as a 20 day 4 week cycle Monday to Friday inclusive, with 19 working days of 8 hours each between the hours of 6.00am and 6.00pm with 0.4 of one hour on each day worked accruing as an entitlement to take the fourth Monday in each cycle as a day off paid as though worked.

13.2 The current hours of work are 7.30am - 4.15pm. Any permanent variation to the starting and finishing times will be by agreement with the Zoo and the majority of the employees and the appropriate unions.

13.3 Employees will be prepared to vary their starting and finishing times to facilitate short term work demands eg animal transportation. Employees undertaking courier work may regularly be required to vary their working hours.

14. Afternoon Shift for NightZoo

14.1 Electricians and Grade 1, 2, and 3 employees who are required to work an afternoon shift for NightZoo purposes will be paid the appropriate afternoon shift penalty in accordance with their parent award. For Electricians this is 15% afternoon shift loading and for Works employees this is 17.5% afternoon shift loading.

14.2 NightZoo is held on Wednesdays-Saturdays when it is in operation. The appropriate penalty shall be paid for Monday-Friday (in accordance with the parent award 5 day minimum) but an afternoon shift will only be worked on Wednesday-Friday. Monday and Tuesday shifts will be worked as day shifts. Saturday NightZoo work will be worked and paid as overtime.

15. Rostered Days Off

15.1 Rostered Days Off (RDOs) accrue over a 4 week cycle as described in clause 14.1.

15.2 Any paid leave eg 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.

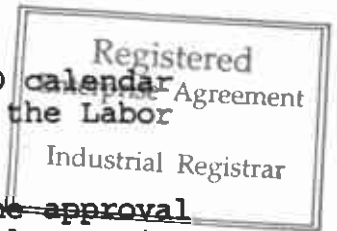
15.3 Periods of Leave Without Pay do not accrue any time towards an RDO.

15.4 By agreement in writing between the employer and the employee(s), an alternative day may be substituted for the fourth Monday, and in such case all provisions shall apply as if such day was the

prescribed fourth Monday. The agreement regarding the substituted day shall be made at least 7 clear days prior to the date of the rostered day off.

15.5 The Zoo intends to continue to use the RDO calendar prepared by the employer organisation and the Labor Council Building Industry Group.

15.6 In special circumstances, and only with the approval of the Supervisor, employees may take an alternative RDO providing such alternative day falls within the week that the RDO is due.



16. Rostered Weekend Work

16.1 Employees in Grades 1,2 and 3 may nominate to the Works Supervisor to be included in a roster for regular weekend and public holiday work. Discussion must take place with the Works Supervisor should any person wish to be removed from the roster.

16.2 The roster will provide an equitable distribution of work amongst all employees identified in 16.1.

16.3 Generally any difficulty over access to the roster and therefore weekend work can be discussed amongst the employees concerned and the Works Supervisor. Due regard will be had for the principles of equity and equal employment opportunity. Any difficulty that cannot be resolved will be addressed through the Grievance and Dispute Handling Procedure (detailed in clause 26).

17. Meal and Morning Tea Breaks

17.1 Meal breaks shall be of 45 minutes duration and will generally be taken between 12.15pm and 1.00pm.

17.2 To assist in the operation or completion of a job, lunch may be taken between the hours of 11.30am and 2.00pm without attracting any penalty payment. In these cases agreement will be reached between the supervisor and employee(s) involved.

17.3 A paid morning tea break of 20 minutes duration is granted. This break can be taken on the job where there are appropriate conditions and facilities. Employees will only return to the works and trades area for the tea break if suitable conditions and facilities do not exist closer to where work is being performed.

18. Leave and Conditions of Employment

18.1 The schedule at 'Attachment 1' prescribes the conditions of employment that are derived from the

NSW Public Service Handbook. The conditions shall be those that are current as at 1 July, 1997. A number of conditions of employment are detailed hereunder:

19. Overtime

19.1 For all work done outside the ordinary hours (as explained in clause 14) the overtime rates of pay shall be:

Monday - Saturday	Time and a half for the first two hours and double time thereafter.
Sunday	Double time.
Public Holidays	Double time and a half.

19.2 Rest Period After Overtime - When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off work between the work of successive days.

An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between these times shall, subject to this subclause, be released after completion of such overtime until there has been 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of the Zoo such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall 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).

19.3 For all work done on Saturday and Sunday a minimum payment of 4 hours overtime will be made.

19.4 Call Back -

- (i) An employee recalled to work overtime after leaving the Zoo (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 which the employee was recalled to

perform is completed within a shorter period. This clause does not apply in cases where an employee is regularly required to return to the Zoo to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- (ii) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 19.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.

19.5 Time off work in lieu of overtime payment may be taken by agreement with the employee concerned and the supervisor. Such time is calculated at the overtime rates.

19.6 Meal allowances will be paid during overtime in the following circumstances:

Breakfast \$9.45 allowance is paid when overtime commences at or before 6am and at least 1 hour before the usual starting time. An unpaid meal break of 30 minutes shall be taken either before or after overtime is worked.

Lunch \$12.25 allowance is paid on Saturdays, Sundays and Public Holidays when required to work at least 5 hours overtime. An unpaid meal break of 30 minutes shall be taken.

Dinner \$18.10 allowance is paid when overtime is worked beyond 6pm and at least two hours after the usual finishing time. An unpaid break of 30 minutes shall be taken.

19.7 In general, an unpaid break and the payment of an allowance will occur every 5 hours. In the case of overtime worked after finishing time Monday - Friday the initial break will be after 2 hours of overtime. The quantum of the allowances is determined by the following:

Breakfast \$9.45 allowance when the meal break is taken at or after 6am and before 10am.

Lunch \$12.25 allowance when the meal break is

taken at or after 10am and before 3pm.

Dinner \$18.10 allowance is paid when the meal break is taken at or after 3pm and before 11pm.



20. Annual Leave Loading

- 20.1 Employees are entitled to payment of an annual leave loading of 17.5% of the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 20.2 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.
- 20.3 Payment of annual leave loading shall not be made on any recreation leave taken in the first leave year of employment ie 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.
- 20.4 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 recreation leave is taken. This 2 weeks may be inclusive of public holidays, extended leave and leave without pay.
- 20.5 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.
- 20.6 Annual leave loading shall be paid on retirement or termination by the employer (other than for misconduct) when the loading would have been due if the employee had taken 2 weeks leave.
- 20.7 An employee directed to take annual leave pending an inquiry into his/her services, is not to be paid the loading.
- 20.8 No annual leave loading is payable on resignation or on dismissal for misconduct.

21. Public Holidays and Picnic Days

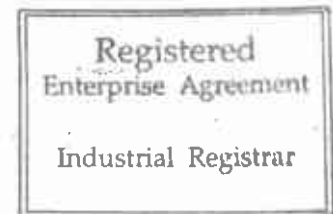
- 21.1 Public Holidays shall be:
 New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Labour Day and any such other holiday that may be proclaimed as a Public Holiday throughout the State.

21.2 The first Monday in December each year shall be a Picnic Day and shall be treated as a Public Holiday. (The exception being that members of the Transport Workers Union shall have their picnic day on Easter Saturday.) This day shall be treated as a public holiday should an employee be required to work. In order to qualify for the Picnic Day employees must be able to show their ticket for the union picnic.

22. Uniforms and Protective Clothing

22.1 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



Protective equipment and clothing as well as replacement uniform items are provided as needed. To obtain such goods an employee must make a requisition which is supported by the Supervisor and approved by the Purchasing Manager.

23. Apprentice Tradespersons - Lifting Weights

An apprentice shall not be permitted to or be required to lift or carry by hand a greater weight than:-

	Males	Females
Under 16 years of age	14 kg	9 kg
Under 18 years of age	18 kg	11.5 kg
Over 18 years of age	-	16 kg

24. Review of Classification Structure

24.1 Once the agreement is ratified by the Commission, the parties will work together to develop a new classification structure for all groups covered by this agreement.

24.2 A working group will be established with workplace representatives of all the unions covered by this agreement and employer representatives. Officials from the unions may be called upon to participate in this process if any party so requests.

24.3 It is the unions responsibility to contribute

details of proposed skills and training levels that they want incorporated into the structure. The Zoo may also make proposals. The skills criteria should be supported by a list of skills and training courses, not just a prescribed number of hours of training. The list of skills and training may be added to by the parties over time if new courses and skills become relevant.

- 24.4 The Zoo will develop proposals which reflect the Zoo's required structure for management and organisational purposes. The unions may also make proposals.
- 24.5 The Zoo accepts the unions' proposition that the classification structure should improve efficiency and productivity in the Zoo. It should also lead to a reduction in the use of contractors where this can be achieved in a cost effective manner. The classification structure may be tested against this premise at any point in the future and be subject to further review by the parties. Efficiency, productivity and reduced use of contractors should result in a cost effective budget outcome for the classification structure over any given year.
- 24.6 In a relatively small workforce, the parties are aware of the need to achieve equality of opportunity for staff to enjoy the benefits of the classification structure. This is best achieved by merit selection for staff to fill all positions above the base levels.
- 24.7 The working party will initially meet twice in the first month of its operation and once a month in every month thereafter. The parties believe that the classification structure and transitional arrangements should be developed and implemented within a period of eight months. Nothing in this clause prevents the parties from agreeing to meet more frequently than prescribed nor from reaching agreement prior to the eight month guideline.
- 24.8 Should the parties experience any difficulty in this process the Grievance and Dispute Handling Procedure contained in the agreement should be followed.

25. Contractors

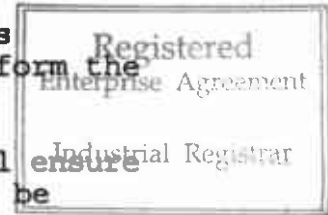
- 25.1 Wherever possible, all works carried out at the Zoo shall be performed by employees directly employed by the Zoological Parks Board.

Enterprise Agreement
the Industrial Registrar

25.2 Where any work which require either specialist skills, tools, plant or equipment, the Board shall consider the training of and/or hiring of such plant etc. to enable employees to carry out the work.

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

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



26. Grievance and Dispute Handling Procedure

26.1 The Vocational Training Order for Apprentice Tradespersons made under section 22 of the Industrial and Commercial Training Act 1989 will override any conflicting steps contained in this clause.

26.2 The parties agree that every effort will be made to settle any grievance or dispute amicably between the parties as quickly as possible.

26.3 Discussion should firstly take place between the employee(s) and the Leading Hand to try and resolve the matter. If it cannot be resolved or is of such a nature that it cannot be dealt with then:-

26.4 The matter should be raised with the Supervisor by the employee(s) or their union representative. If it cannot be resolved then:-

26.5 Discussions shall include representatives of senior management (probably Human Resources staff). 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.


26.6 When all the above steps have been exhausted, either party may submit the dispute to the relevant industrial tribunal which may exercise its functions under the Industrial Relations Act, 1991.

27. Term of Agreement

This agreement shall operate from the date of registration and shall remain in force until 31 December 1999 unless varied or terminated earlier by the provisions of the Industrial Relations Act, 1996.

THIS AGREEMENT IS MADE ON DAY OF 1998.

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

Signature 
Printed Name John 

Witness 

DATE 1st May 1998



Signed for and on behalf of the
employees by the

AUSTRALIAN WORKERS UNION, NEW SOUTH WALES

Signature R. K. Collison

Printed Name R. K. COLLISON

Witness [Signature]

Date 4 May 1998



CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION
(NEW SOUTH WALES BRANCH)

Signature *[Handwritten Signature]*



Printed Name GR BATES

Witness *[Handwritten Signature]*

Date 6/5/98

NEW SOUTH WALES PLUMBERS AND GASFITTERS EMPLOYEES UNION

Signature *Phillip Darby*

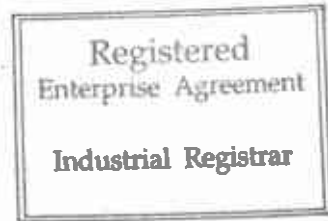
Printed Name Phillip Darby

Witness *[Signature]*

Date 5 MAY 1998



ELECTRICAL TRADES UNION OF AUSTRALIA, NSW BRANCH



Signature B. Pioran

Printed Name Bernie Pioran

Witness [Signature]

Date 3 April 1998

TRANSPORT WORKERS UNION OF AUSTRALIA, NSW BRANCH



Signature Steve Hutchins

Printed Name STEPHEN HUTCHINS. SECRETARY | TREASURER

Witness R.E. Galvin - Rosemary Elaine Galvin
Justice of The Peace

Date 24th April 1998

Attachment 1

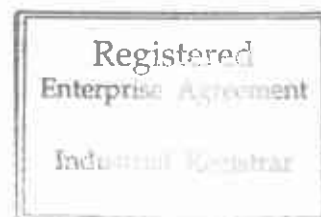
PUBLIC SERVICE OF NSW PERSONNEL HANDBOOK

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

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

16 Staff Records Administration

Used as a guide



Division 2

Part 1

Awards and Agreements

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



Allowances

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
- 2 The Discipline Process
- 3 Punishment
- 4 Conduct and Discipline
Related Matters
- 5 Procedures
- 6 Appeal Procedures
- 7 Flow Charts
- 8 Pro Forma Document

No, see attachment 3

No, see attachment 3

No, see attachment 3

No, see attachment 3

No, see attachment 3

No

No

No





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

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 employees fitness to perform the duties of their position may require an assessment. These assessments will be undertaken by the Zoological Parks Board nominated, accredited, Rehabilitation Provider, 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 persons sick leave record is unsatisfactory and their attendance record will be reviewed in three (3) months time to assess if their record has improved.
- A copy of this letter will be sent to their appropriate Supervisor and another copy placed on their Personal File (refer Attachment B).
- (b) (i) If after three (3) months it is obvious that their attendance record has improved, the attendance record will revert to the normal reviews generally applied.
- (ii) If after three (3) months there is no improvement, the appropriate Supervisor will interview the person and request that all further absences be supported by a medical certificate for a period of six (6) months (refer Attachment C). The Supervisor (in consultation with the Personnel Manager) may consider that due to special circumstances, such a requirement is not warranted.
- (c) (i) If after this further period of six (6) months their attendance record shows a sustained improvement, the medical certificate requirement will be withdrawn in writing.
- (ii) Where an employee does not show an improvement in their attendance record after the six (6) month period then further disciplinary action will be taken as deemed suitable by the 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

Date

Mr.J. Smith
Personnel
Taronga Zoo

Dear John,

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

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

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

Yours faithfully,

Karen Edwards
Personnel Manager



c.c.:Supervisor
Payroll
Personal File



29th October, 1992

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

Dear Anthony,

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

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

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

Yours faithfully,

Michelle Plath
Personnel Manager

c.c.: Supervisor
Personal File

29th October, 1992

C/- Cabin Ride
Taronga Zoo

Dear John,

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

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

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

Yours faithfully,

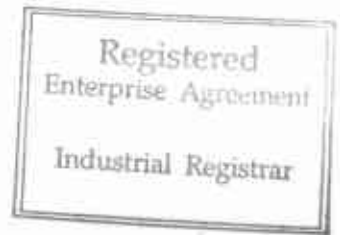
Karen Edwards
Personnel Manager

c.c.: Supervisor
Payroll
Personal File



ZOOLOGICAL PARKS BOARD OF N.S.W.

DISCIPLINARY PROCEDURES



1. OVERVIEW

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

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

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

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

Work Relevance

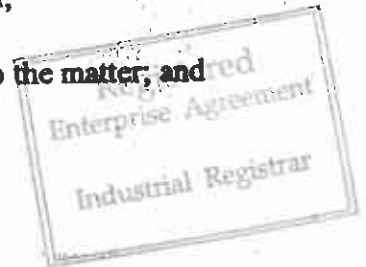
These guidelines are concerned basically with conduct in an employee's official capacity. Thus, generally speaking, what an employee does outside the workplace in his or her own time should be of no concern to management. However, where any conduct impinges upon the ability of an employee to perform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

Fairness and Proper Procedures

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

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

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



Each Case Determined on It's Merits

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

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

2. THE DISCIPLINE PROCESS

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

i) WHEN CAN DISCIPLINARY ACTION BE TAKEN ?

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

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

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

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

Preliminary Interview

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

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

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



Disciplinary Interview -

First Incident Occurs

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

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

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

Second Incident Occurs

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

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

iii) WHAT IS A DISCIPLINARY INTERVIEW ?

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

iv) PROCEDURES FOR DISCIPLINARY INTERVIEWS

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

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

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

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

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

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

v) DOCUMENTATION

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

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



kept.

The record of interview should include the following:-

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



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

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

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

vi) GENERAL COMMENTS

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

vii) AVENUE OF APPEAL

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

viii) SERIOUS BREACHES OF DISCIPLINE

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

ix) DISMISSAL

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

