

Zoos Victoria Salaried Staff Agreement

-2009 - 2011

An Enterprise Agreement between:

The Zoological Parks and Gardens Board,

And:

salaried staff as defined in this agreement

PART 1 - APPLICATION & OPERATION OF AGREEMENT

1 TITLE

This Agreement shall be referred to as The Zoos Victoria Salaried Staff Agreement 2009 - 2011 (“Agreement”).

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3 DEFINITIONS

In this agreement, unless inconsistent with the context or subject matter:

- 3.1** “Act” means the Fairwork Act 2009.
- 3.2** “Award” means the Victorian State Agencies Award 2003
- 3.3** “FWA” means Fairwork Australia.
- 3.4** “Employer” means the Zoological Parks and Gardens Board trading as Zoos Victoria (“ZV”)
- 3.5** “eZEPP” means the electronic Zoo Employees Performance Plan system through which individual employees manage their work performance in collaboration with their supervisors through negotiation of key performance objectives linked to ZV’s corporate plan and commitment to behavioural standards and personal career development.
- 3.6** “Union(s)” means the Community and Public Sector Union.
- 3.7** “Senior Executive” means employees who are employed under GSERP contract conditions.
- 3.8** “Full-time” means an employee who is engaged to work the ordinary hours of work prescribed in Part 4 - Hours of Work, of this agreement.
- 3.9** “Part-time” means an employee who is engaged to work, on a regular basis, less than the ordinary hours of work prescribed in accordance with Part 4 - Hours of Work, of this agreement.
- 3.10** “Fixed Term” means a suitably qualified and trained person engaged by ZV for a specific purpose or specified period on a full or part-time basis, the details of which will be provided to the employee in writing.
- 3.11** “Casual” means a suitably qualified and trained person engaged by ZV on a casual basis for the purpose of meeting seasonal or fluctuating operational needs. A casual employee is one engaged and paid by the hour.
- 3.12** “Safari Guide” means a suitably qualified and trained person/s engaged by ZV on a casual basis at the premises of ZV of Werribee Open Range Zoo, located at K Road, Werribee.
- 3.13** “Safari Officer” means a suitably qualified and trained person/s engaged by ZV on a permanent part time basis engaged at the premises of ZV of Werribee Open Range Zoo, located at K Road, Werribee.
- 3.14** “Camp Leader” means an employee who is employed on a casual basis to run and manage on-site, overnight camps for groups of visitors
- 3.15** “Ordinary Time Rate of Pay” means in respect of superannuation contributions, workers compensation payments, and payments due in respect of paid leave periods and public holidays, “ordinary time” (or such other like term) earnings or pay shall subject to applicable legislation, be calculated on the basis of the employee’s ordinary hourly rate of pay under this Agreement plus any applicable shift loading and weekly allowances in the Agreement. It excludes all extraneous allowances or payments, loadings, daily allowances, bonuses, incentive payments and the like.
- 3.16** "Ordinary Hourly Rate" means the total weekly rate for a particular classification divided by 38.
- 3.17** “Five-day Roster” refers to an employee whose normal rostered hours of work fall on five days per week Monday to Friday.
- 3.18** “Seven-day Roster” refers to an employee whose normal rostered hours of work fall on any five days of the week and whose rate of pay is adjusted in accordance with the provisions of this agreement.
- 3.19** “Leave on Half-Pay” for the purpose of this agreement means ZV may allow an employee who is taking long service leave or paternity leave to take the whole or part of this type of leave

and/or annual leave at half pay for a period equal to twice the period to which the employee is entitled.

4 PARTIES TO THIS AGREEMENT

This Agreement shall be binding upon:

- 4.1 All employees excluding those covered by the Keepers, Horticulturists and Groundstaff Agreement 2008 and senior executives; and
- 4.2 The Zoological Parks and Gardens Board trading as Zoos Victoria ("the ZV") which, by virtue of its trading and financial activities, is a constitutional Corporation for the purposes of application of the Act.

5 APPLICATION

This agreement shall be binding in respect of all employees, except keeping, horticultural, grounds, maintenance, and senior executive employees.

6 PERIOD OF OPERATION

The Agreement shall operate on and from the date lodged with Fairwork Australia until 30 June 2011.

7 Individual Flexibility Arrangements

- 7.1 An employee and the employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the employee and employer. An individual flexibility arrangement must be genuinely agreed to by the employee and employer.
- 7.2 An individual flexibility arrangement may vary the effect of one or more of the following terms of this enterprise agreement:

Part 3: Contract of Employment and related matters

Part 4: Hours of work, breaks, overtime, shift work, weekend work

Part 6: Leave

- 7.3 An employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 7.4 The employer will ensure that any individual flexibility arrangement will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 7.5 The employer will ensure that an individual flexibility arrangement is in writing and signed by the employee and employer. If the employee is under 18, the arrangement must also be signed by a parent or guardian of the employee.
- 7.6 The employer will give a copy of the individual flexibility arrangement to the employee within 14 days after it is agreed to.
- 7.7 The employer will ensure that any individual flexibility arrangement sets out:
 - the terms of this enterprise agreement that will be varied by the arrangement;
 - how the arrangement will vary the effect of the terms;
 - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - the day on which the arrangement commences.
- 7.8 The employer will ensure that any individual flexibility arrangement:

is about matters that would be permitted matters under section 172 of the *Fair Work Act 2009* if the arrangement were an enterprise agreement;
does not include any term that would be an unlawful term under section 194 of the *Fair Work Act 2009* if the arrangement were an enterprise agreement; and
provides for the arrangement to be terminated:
by either the employee or employer giving a specified period of written notice, with the specified period being not more than 28 days; and
at any time by written agreement between the employee and employer.

7.9 An individual flexibility arrangement may be expressed to operate for a specified term or while the employee is performing a specified role (such as acting in a specified higher position). Such an arrangement will terminate on expiry of the specified term or when the employee ceases to perform the specified role, unless terminated earlier on notice or by agreement.

8 OBJECTIVES OF THE AGREEMENT

8.1 The parties to this Agreement have accepted the need to continue to improve productivity within the workplace in support of the business objectives of the ZV.

8.1.1 Key objectives are

- Supporting our staffs' development to ensure they and the organisation as a whole can transform ZV into the world's leading zoos based conservation organisation in accordance with its twenty year corporate strategy.
- the maintenance of flexible work practices, rosters and arrangements, the promotion where practicable of full-time and part-time job opportunities,
- preparing the way for the establishment of a single enterprise agreement for all employees who are currently covered by this Agreement and the Keepers, Horticulturists, and Groundstaff Collective Union Agreement 2008.
- Commitment to a program of continuous productivity improvement within the framework of the eZEPP.

PART 2 – CLASSIFICATION, WAGES & RELATED MATTERS

9 CLASSIFICATION STRUCTURE

9.1 The salary classification structure has seven bands and is based upon the system devised by Mercer. All positions covered by this agreement are evaluated according to the Mercer Job Evaluation System and placed in the appropriate band by the determination of work value points.

9.2 In the circumstances where an employee's job is evaluated such that it would attract a lower rate of pay than is currently the case, that employee shall maintain their current rate until such time as general pay increases have resulted in the difference being absorbed.

9.3 Any matters arising from this process may be referred to the Settlement of Disputes & Grievances Clause of this Agreement for consideration.

9.4 Reclassification Request

An employee whose position has undergone notable change has the right to request a classification evaluation of the position which he or she occupies by submitting in writing details of the requirement of the job and justification of the request to the Job Evaluation Panel. The ZV shall conduct an assessment of the position using the Mercer Job Evaluation System. Where a position is reclassified, the date of implementation for the revised classification will be effective from the date of the written request for reclassification.

10 eZEPP and Performance Review

- 10.1** An employee will be required in accordance with ZV policy to participate in annual performance review through the eZEPP system.
- 10.2** The employee will be advised by the department manager and in writing of the date of his or her eZEPP review. An employee cannot be disadvantaged in itself by the delay in finalising a eZEPP review and where the delay was through no fault of the employee.
- 10.3** The eZEPP review will be a fair and transparent process, and is recognised as a valuable tool in assisting employee and organisational development. The purpose of the eZEPP review is to recognise an employee's contribution to the ZV and to assess an employee's skills and experience against classification criteria for reward through performance pay and ultimately progression through the classification structure. The terms of the performance review should apply consistently across all the ZV's property to the extent deemed practicable by management and be subject to due process.

10.4

Progression through the salary structure will not be automatic and is dependant on a range of factors including:

- 10.4.1(a)(i)** Level of sustained performance and effectiveness in the role, as reflected by the annual performance planning and review;
- 10.4.1(a)(ii)** The acquisition and utilisation of new or enhanced skills and competencies which enable the job holder to work more independently, exercise initiative and discretion;
- 10.4.1(a)(iii)** The role accountabilities have increased or broadened as a consequence of organisational changes such as new products, processes, productivity improvements;
- 10.4.1(a)(iv)** The demonstration of professional behaviours relevant to the position;
- 10.4.1(a)(v)** Internal and external market relativities; or
- 10.4.1(a)(vi)** Any other matters ZV considers relevant.

11 SALARY UPON COMMENCEMENT AND BAND PROGRESSION

- 11.1** The commencement salary for new employees should normally be at the entry point salary for their band and level. A higher rate of pay may be warranted depending upon their competency and/or the current market rate for the position.
- 11.2** Progression through the classification band may occur in accordance with ZV policy and procedures the establishment of which will be subject to consultation with employees covered by this agreement.

12 RATES OF PAY FOR 7 DAY ROSTERS

- 12.1** The percentage from the base rates to apply will be:

Full time Employees working 4 weekend days in a 28-day cycle.	118.68% of the Monday to Friday base rate
Full time Employees working 2 weekend days in a 28-day cycle.	109.08% of the Monday to Friday base rate.
Part time Employees averaging 2 weekend days in each 7 days worked.	126.69% of the Monday to Friday base rate.

- 12.2** The rates have been calculated on the basis that full time and part-time employees work an average of 7.6 hours per day.

12.3 Overtime paid to employees working full time or part time in 7 day rostered positions will be at the rate of one and a half for the first 2 hours and double thereafter regardless of the day of the week the overtime is worked. Work done on public holidays will be paid at one and a half of the base rate in addition to the standard pay for the day.

13 WAGE INCREASES & RATES OF PAY

13.1 The rates of pay applicable under this Agreement are contained in Appendix A.

13.2 Wage Increases

13.3 Employees covered by this agreement will receive the following salary increases:

Date of effect	Percentage increase
On submission of the agreement to Industrial Relations Victoria taken to be 1 December 2009.	3%
1 July 2010	2.5%
1 January 2011	2.5%

13.4 Performance Appraisal and Performance Pay

13.4.1 Each employee is to undergo performance appraisal as provided by clause 16 of this agreement in order to be considered for Performance Pay under this clause.

13.4.2 An employee cannot be disadvantaged by any delay in performance appraisal where the delay was through no fault of the employee.

13.4.3 The quantum of performance pay available for distribution will be determined on an annual basis by ZV after consultation with CPSU representatives, and will be based on ZV's financial performance. The quantum per individual employee being calculated by eZEPP score card in accordance with ZV's policy and procedures.

14 PAYMENT OF SALARIES

14.1 ZV must pay salaries, allowances, penalty or overtime payments due to an employee by fortnightly electronic direct credit to a bank account, credit union or building society account nominated by the employee. In exceptional circumstances, ZV will make provision for off-line payments.

14.2 Payment of salaries will be made no later than the second Thursday of each pay period.

14.3 Employees must be provided either in writing or electronically, with detail of each pay regarding the make up of their remuneration and any deductions.

14.4 In the event of a salary overpayment ZV must advise the employee. Where agreement cannot be reached on a repayment arrangement, ZV may recover the overpayment by instalments to be paid in accordance relevant legislation.

15 FIVE AND SEVEN DAY ROSTER – CALCULATIONS

15.1 Ordinary salary refers to either normal salary or averaged salary which are defined as:

15.1.1 Normal salary is the annual salary payable to employees working five-day rosters, exclusive of any allowances, overtime or bonuses.

15.1.2 Averaged salary is the salary payable to employees working seven-day rosters, which has been averaged to incorporate previous overtime arrangements.

16 SHIFT ALLOWANCE

- 16.1** Employees whose roster requires them to work shifts commencing at or after 11.00am and finishing at or after 7.00pm shall be paid a shift allowance of 15% for all ordinary hours worked.
- 16.2** Clause 20 shall not apply to employees classified at Band 6 or higher.

17 SALARY PACKAGING

- 17.1** ZV has established a salary packaging scheme (“the Scheme”) that is approved by the Australian Taxation Office for the employees. A provider manages the Scheme and all costs associated with the operation of the Scheme are recovered from the participants in the Scheme. The ZV reserves the right to terminate the Scheme. The Scheme must not allow an individual employee’s remuneration to fall below the prescribed award minimum.
- 17.2** No more than 50% of an employee’s base salary can be sacrificed. Conditions relating to participation in the Scheme will be according to ZV guidelines.

18 SUPERANNUATION

- 18.1** ZV provides membership of and contributes to the following superannuation schemes in compliance with the trust deeds of those schemes and Commonwealth and Victorian State legislation:
- 18.1.1** Employees engaged prior to 30 November 1990 and are members of the defined benefit scheme managed under the Mercer Retirement Trust
- 18.1.2** Employees employed prior to 31 December 1993 and are members of the defined benefit scheme operated as the State Superannuation New Scheme and by this agreement will be eligible to sacrifice salary upon approval of the Victorian Minister for Finance.
- 18.1.3** All other employees are members of the default scheme operated by VicSuper with contributions payable in accordance with the Commonwealth *Superannuation Guarantee Administration Act* 1992. During the life of this agreement, ZV will establish a policy and procedures offering all employees choice of funds in accordance with Commonwealth legislation and practicality of administration.

PART 3 – CONTRACT OF EMPLOYMENT AND RELATED MATTERS

19 TERMS OF ENGAGEMENT

19.1 Basis of Employment

Employees may be employed: -

- 19.1.1** on an ongoing full-time or part-time basis;
- 19.1.2** on a fixed term basis; or
- 19.1.3** on a casual basis.

19.2 Probationary Period

With the exception of casual employees, all new employees will be subject to a probationary period of up to 6 months. During such probationary period, new employees will have periodic performance reviews with their supervisor. Subject to satisfactory reviews, the employee’s appointment will be confirmed in writing.

19.3 Part Time Employment

- 19.3.1** Part time employees must be provided with a minimum of three hours work for each period rostered to work. A part time employee is an employee who works a regular rostered cycle, and who shall be employed for less than 76 hours per fortnight.

- 19.3.2 A part time employee shall receive payment on a pro rata basis for paid leave and public holidays which fall upon a day on which such an employee would normally work.
- 19.3.3 The other conditions of employment of a part-time employee shall be those prescribed elsewhere in this agreement, except to the extent that they are superseded or modified by the provisions of this clause.
- 19.3.4 A part time employee shall be paid an hourly rate equal to one thirty eighth of the appropriate weekly classification rate for hours worked Monday to Friday. Work on Public Holidays shall be paid in accordance with clause 28.6.1 of this Agreement
- 19.3.5 A part time employee's classification shall be determined by reference to their duties and competency. The level of competency will be determined by the level of the employee's qualification or recognition of prior learning.
- 19.3.6 A part time employee shall be notified of their hours of work by the fixing of a roster. Such hours of work once notified cannot be altered without 48 hours notice by ZV or by mutual agreement between ZV and employee.
- 19.3.7 Provided that in the event of a dispute relating to the hours of work of a part time employee, the terms of Clause 39 "Settlement of Disputes & Grievances" of this Agreement shall be applied.

19.4 Fixed Term Employment

- 19.4.1 Employees covered by this agreement may be engaged for fixed terms for reasons specified in the following. Fixed term employment will not be used to undermine the permanency of any existing permanent position.
- 19.4.2 Fixed term employees may be engaged in the following circumstances:
 - 19.4.2(a) to fill temporary absences of the permanent employee due to WorkCover claims, or extended leave (annual, long service, sick, maternity, leave without pay), or short term assignments at other institutions/ZV properties.
 - 19.4.2(b) to fill a temporary vacancy if the recruitment process needs to be extended.
 - 19.4.2(c) to fill a position for which there is extraordinary, finite or non-recurrent funding such as special projects and departmental work overload, for periods under six months. Where the fixed term is for a period of longer than 6 months, the circumstances may be referred by ZV for review and consultation with affected employees and the CPSU.
- 19.4.3 Notwithstanding the need for flexibility in placing fixed term employees in sections other than where the temporary absence has occurred, providing always that the absence is covered by another employee, fixed term employees will be given advice in the letter of appointment of the circumstances of their employment, and a date when the appointment term is to finish.
- 19.4.4 If for any reason, the appointment term is to be extended, the fixed term employee will be given written advice of the extension, the circumstances of the extended appointment whether or not they have changed from the initial circumstances, and a date when the appointment term is to finish.
- 19.4.5 The fixed term employee will be given two weeks' notice of termination in any extension of the initial appointment; a lesser notice period may apply only in exceptional circumstances.

19.5 Casual Employment

Casual employees shall be engaged on the following basis:

- 19.5.1** A casual employee should be available and willing to undertake an hourly engagement when required by ZV. In the event that the employee attends work then is not required to work or the employee is not notified and attends work, a payment as prescribed by subclause 23.5.7 shall be paid to the employee;
- 19.5.2** Rates of pay for casuals are set out at Appendix A to this agreement and are inclusive of all penalties and loadings except as provided by subclause 28.6.3 of this clause.
- 19.5.3** Each engagement will be for a minimum of three hours;
- 19.5.4** Casual employees shall not be entitled to payment for public holidays not worked or any paid leave, excluding long service leave.
- 19.5.5** Casual employees shall be entitled to two days unpaid bereavement leave and two days unpaid carer's leave per year.
- 19.5.6** Casuals working on Christmas Day will be paid a penalty rate of double time and a half for the whole shift;
- 19.5.7** Wherever casual employees are used on an on-going basis to cover a work area, a review will be conducted to explore creating permanent part-time position(s) for which current casual employees will be eligible to apply. Once a set of operationally sustainable core hours has been determined for regular rostering and a permanent part-time appointment made, any additional hours arising on a variable basis for the same work area will be offered to permanent part-timers before casuals are used. The additional hours in the same work area will be paid at the permanent part-time rate and under permanent part-time conditions.

Where a rostered shift is to be cancelled for a casual employee due to predicted poor weather or the otherwise predictable likelihood of low visitation, the cancellation should occur wherever possible by 5pm the day before the rostered shift. If the cancellation is not made by that time, or if every reasonable attempt to communicate the cancellation is not made, a cancellation allowance equivalent to two hours at the relevant casual rate is to be paid to the employee. A cancellation allowance will not be paid if the cancellation occurs on the day of the rostered shift due to unpredicted poor weather or the late cancellation of tour groups, or for other valid and unavoidably last-minute reasons. .

19.6 Trainees

- 19.6.1** Youth trainees/Apprentices will be engaged in accordance with the terms of the Memorandum of understanding reached between the Victorian Government and the Victorian Trades Hall Council, for the Government Youth Employment Scheme.
- 19.6.2** This does not prohibit the ZV engaging Trainees through other appropriate government schemes. In these instances, appropriate government and scheme guidelines will be adhered to.

20 SAFARI GUIDES/OFFICERS, WERRIBEE OPEN RANGE ZOO

The following conditions apply to the employment of Safari Guides and Officers at Werribee Open Range Zoo. Where these conditions conflict with any other provision of this agreement, the provisions of this clause will apply. Similarly, specific conditions applying to the employment of casuals as per clause 25 of this agreement do not apply to the employment of Safari Guides.

20.1 Safari Guide Shifts

Safari Guides will be paid on an hourly rate for hours worked and will be based on:

- 20.1.1** A maximum of one 8 hour shift on any one day;
- 20.1.2** A minimum shift comprising 3 hours guiding or 2 hours training.

20.2 Spread of Hours

20.2.1 The spread of hours for Safari Officers/Guides is between 6:00am and 10:00pm which may be extended past 10:00pm by mutual agreement. A maximum of one eight-hour Safari shift is to be worked in any one day.

20.2.2 Safari Guides will conduct a maximum of six tours in any one day, additional tours will be conducted by mutual agreement with ZV and employee.

20.3 Safari Guide Rosters

20.3.1 The ZV will, where practicable, distribute fairly all rostered work, which will be in accordance with operational requirements, specifically visitor numbers and any specialist work required. Guides must commit to a minimum availability of 4 weekend days per month over an average of 3 months and fifty percent of public holidays per annum. Guides rostered on public holidays will be paid at the rate of time and a half.

20.3.2 Notification of rosters will be provided two weeks in advance but will be provided four weeks in advance for the Christmas/New year period.

20.3.3 Rostered work may be altered by mutual agreement to accommodate for special needs.

20.3.4 In the case where an employee is rostered and the shift is cancelled, they must be personally advised where practicable, before commencing their journey to work. Should they have already commenced their journey to work, they will be entitled to a minimum shift payment for the day of three hours if they attend the Zoo and spend time training and researching their presentations. If they decide not to attend then no payment will be made. Guides must be able to be contacted by telephone.

20.4 Permanent Part-time Work for Safari Guides

Periodically, ZV will explore creating permanent part-time Safari Guide position(s) for which current casual Safari Guides will be eligible to apply. Any additional hours will be paid at the permanent part-time rate and under permanent part-time conditions.

20.5 Rest Breaks for Safari Officers/Guides

20.5.1 Safari Officers

Safari Officers will be entitled to a recognised paid rest break during tour days at a mutually convenient time determined by the employee and the relevant manager. Tour days will be defined as 3 tours or more on that day.

20.5.2 Safari Guides

If four or more tours are scheduled, with the exception of the last tour of a shift, a rest break of ten minutes will be scheduled after each tour, for a maximum of three tours at any one time. By mutual agreement these breaks may be taken in lieu of an unpaid meal break.

20.6 Alternate Duties Safari Officers ??

Safari Officers performing the duty of a senior Safari department role in excess of four hours in a single shift will be paid an in-charge daily allowance for the duration of that responsibility detailed at appendix A. This allowance will be indexed.

20.7 Leave of Absence - Safari Guides

20.7.1 Safari Guides may apply for leave of absence up to a maximum of three months. Such leave will be granted at the discretion of management

20.7.2 Casual Safari Guides shall be entitled to two days unpaid bereavement leave and two days unpaid carer's leave per year.

20.8 Safari Officer/Guide Training

- 20.8.1** ZV may require the employees to attend various paid Training Courses, Seminars and Conferences. In such circumstances, ZV will pay all relevant expenses associated with such attendance and a minimum of two (2) hours at the relevant rate of pay or time in lieu.
- 20.8.2** Courses designated as Core Training Programs are compulsory for the professional development of Guides and the achievements of a professional standard of public presentations.
- 20.8.3** Attendance at other training programs is encouraged but not compulsory. However, Safari Officers and Guides are expected to make every effort to attend elective training programs.
- 20.8.4** Where a training program is held other than at Werribee Open Range Zoo, actual expenses will be reimbursed on production of receipts of expenditure.

21 CAMP LEADERS

21.1 Basis of Engagement

Camp Leaders are engaged as casual employees to run and manage overnight camps on the basis of a period of duty, a period of rest, and with the provision of accommodation and all meals in return for an all up rate of remuneration per camp run.

21.2 Period of Duty

The period of duty will be determined by ZV subject to consultation with Camp Leaders and CPSU, duration of which will take into account time for set up, animal encounters and other activities to engage visitors, meal preparation and clean up, pack-up and other routine duties.

21.3 Rest Period

Rest period will normally extend between the hours of 10.45pm and 6.00 am the following morning during which time, the Camp Leader will be on-call.

21.4 Accommodation and Meals

Camp Leaders are entitled to all meals and visitor standard accommodation for the duration of each camp.

21.5 Duty Break

As the Camp Leader is involved in the preparation and serving of meals at which the Camp Leader also takes a meal, a separate paid break from duty of 30 minutes is applicable to be taken at the discretion of the Camp Leader but preferably between completion of set-up and arrival of the visitors.

21.6 Remuneration

- 21.6.1** As 'Overnight Camps' are a commercial product of ZV, for the purposes of their commercial viability remuneration is determined on the basis of an all up rate which as near as practicable establishes the expected period of duty, the period of rest and meal breaks. The all up remuneration rate means that, save for special circumstances requiring duties to be performed for significantly extra time and subject to management approval, no variation in remuneration will be made for periods of extra or less duty notwithstanding that the quality of the camps must be maintained at the standard determined by ZV.
- 21.6.2** For periods of duty, the rate of remuneration will be according to the casual rates detailed within the classification scales at Appendix A and determined through evaluation of the position according to Mercer position evaluation methodology.

21.6.3 For the rest period, and as the Camp Leader is on-call, an on-call allowance per camp is payable as per the schedule of allowances at Appendix A to this agreement

21.7 Cancellation of Camps

21.7.1 Camps may be cancelled by ZV if there are insufficient numbers of visitors for financial viability of the camp, or any other compelling reason. Where a camp has been cancelled, no compensation is payable where notice of cancellation is given by 5.00pm on the day prior to the camp being conducted.

21.7.2 If no notice is given of cancellation and the camp is cancelled, compensation of three hours at the relevant casual rate of pay will be payable to the Camp Leader.

21.8 Entitlement to Other Conditions

21.8.1 Camp Leader casual employees are not entitled to any paid leave, other than long service leave.

21.8.2 Camp Leaders shall be entitled to two days unpaid bereavement leave and two days unpaid carer's leave per year.

21.8.3 Conditions of employment contained in this agreement and applying to full-time, part-time, and fixed term employees with respect to Part 4 of this agreement and headed Hours of Work, Breaks, Overtime, Shift Work, Weekend Work will not apply to Camp Leader casual employees.

22 EMPLOYEES' DUTIES

22.1 Every employee must at all times:

22.1.1 perform his/her duties with due care and diligence;

22.1.2 comply with the lawful instructions of management;

22.1.3 comply with policies, procedures and rules in operation including the ZV Code of Conduct.

22.2 In respect of policies, procedures and rules, subject to the law these may deal with such matters as safe work practices; fitness for duty; personal grooming and appearance; clothing and footwear; attendance at training programs; behaviour and performance of policy standards;; unauthorised absences; and, specific work practices. It is ZV's prerogative to promulgate policy.

23 TERMINATION OF EMPLOYMENT

23.1 Notice of Termination and Resignation

Except for casual employees and in cases of summary dismissal, either the ZV or a member of employees may effect lawful termination of employment by giving the following notice:

Period of Continuous Service	Period of Notice
From commencement and up to the completion of two years service	2 weeks
2 years service and up to the completion of 5 years	3 weeks
5 years service and over	4 Weeks

Note: Employees over 45 years of age and with more than two years' continuous service at the time of having their employment terminated, must be given an additional week's notice.

By mutual arrangement, the parties can agree to a shorter period of notice.

23.2 Time Off During Notice Period

Employees given notice of termination by ZV are allowed time off without the loss of ordinary pay to seek new employment, equivalent to three normal working days. The time off shall be taken at an agreed time and following consultation with the employee's supervisor.

23.3 Payment in Lieu of Notice or a Combination Notice and Payment

Where there is no agreement to reduce the notice period and less than the appropriate notice is given by ZV, the employee shall be paid for the difference between the period of notice given and the period of notice required, at her/his ordinary rate of pay. Likewise, if the employee is terminating her/his employment and fails to give appropriate notice, money may be withheld from any entitlement due, equal to the difference between the notice given and that normally required unless there is a contrary mutual arrangement.

23.4 Statement of Employment

The ZV shall provide, on request, a written statement specifying the period of employment and the classification or the type of work performed.

PART 4 – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

24 HOURS OF WORK

The ordinary hours of work for each employee, except for casual or part-time employees, will average 76 hours per fortnight (exclusive of meal breaks), to be worked over an average of no more than 10 days per fortnight.

25 SPREAD OF HOURS

25.1 The spread of hours during which ordinary time may be worked is between 6:00am and 5:30pm.

25.2 During periods of daylight saving time, the spread of hours may be varied so that ordinary time may be worked between 6.00am and 6.00pm. This must be negotiated between an Employee and their manager, and Employees reserve the right to refuse to work beyond 5:30pm.

25.3 Otherwise, an employee's spread of hours may be varied by individual agreement.

25.4 Clause 29 shall not apply to employees classified at Band 6, Level 6 or higher.

26 FLEXIBLE WORKING HOURS – FULL-TIME EMPLOYEES

26.1 The parties have agreed to implement a system of flexible working hours for all full time and part time employees. The objective is to provide flexibility that will support the business needs of the ZV as well as the personal needs of its employees.

26.2 Where an employee requests variable working arrangements an assessment will be conducted based on its merits, the outcome will be conditional upon operational requirements.

26.3 It is agreed that neither employees nor the ZV will unreasonably withhold consent to arrangements proposed by the other.

26.4 Daily working hours will be determined by agreement between each employee and her/his supervisor and shall average 152 ordinary hours over each consecutive 28-day period.

26.5 Approved leave shall be calculated on an average of 7 hours and 36 minutes per day.

26.6 Time credits owing to employees can be carried over to the next 28-day period or by any other period by agreement.

26.7 Time debits owed by employees must not exceed 7 hours and 36 minutes per 28-day period.

- 26.8** Employees finishing work outside normal commuter hours shall be provided with transport to their normal place of residence.
- 26.9** If due to operational requirements, time credits owed to employees are unable to be taken during the 28-day cycle, such leave will be taken by mutual agreement between the employee and employer.
- 26.10** This operates within the ordinary span of hours.
- 26.11** Clause 30 shall not apply to employees classified at Band 6 or higher.

27 ROSTERING ARRANGEMENTS

- 27.1** The establishment of any new rosters for existing full-time and part-time employees employed on seven-day rosters may occur after consultation and agreement between the majority of staff concerned and their supervisors, taking into account both the business needs of the ZV and the personal requirements of employees.
- 27.2** All work that is regularly rostered will be arranged on either a full-time or part-time basis by agreement as necessary to meet the business needs of the ZV.
- 27.3** When changes to rosters are proposed, applications to work the new roster will be sought from effected employees, with the final choice being decided on merit. If there are insufficient volunteer employees for any of the proposed roster changes, then the following guidelines will be adhered to before altering the existing rostering arrangements for any employees:
- 27.3.1** The employees concerned must be given 14 days notice of the proposed changes or by mutual agreement between ZV and employee.
- 27.3.2** If exceptional circumstances prevent such notice being given, the ZV will give notice as soon as possible after the decision to change the roster is made.
- 27.4** Clause 31 shall not apply to employees classified at Band 6 or higher.

28 OVERTIME

28.1 General

Overtime means the hours worked, at the direction of ZV, which are additional to an employee's ordinary hours of work or outside the span of hours on any day established in accordance with Clause 29 Spread of Hours of this agreement. This clause should also be read in conjunction with Clause 30 Flexible Working Arrangements.

- 28.2** All overtime worked must have the approval of the employee's supervisor and/or relevant Director.
- 28.3** Where overtime needs to be worked, employees will be given reasonable notice where practicable.
- 28.4** An employee who is requested to work overtime must be either:
- 28.4.1** paid for overtime work in accordance with the rates established in this agreement; or
- 28.4.2** permitted where practicable to take time off in lieu of payment ("time in lieu") which will accrue on the following basis:
- 28.4.2(a)** in the case of overtime worked Monday to Friday – on an hour for hour basis;
- 28.4.2(b)** in the case of overtime worked on weekends or public holidays – two hours of time in lieu per hour worked.
- 28.4.3** At the time that overtime is offered, the employee may elect to take the overtime paid or time in lieu.

28.4.4 Time in lieu is to be taken at a time of mutual agreement. ZV will endeavour to permit the employee to take time in lieu at a time of the employee's choosing, where practicable in terms of business requirements.

28.4.5 Time in lieu may accumulate to a maximum of 38 hours. Any employee who has accumulated 38 hours of time in lieu must be paid overtime for any additional overtime hours worked.

28.4.6 By agreement, the employee may convert 38 hours of accrued overtime to one additional week of annual leave to be taken at a time of mutual agreement. In this case, time in lieu may continue to accrue.

28.4.7 Upon termination for any reason, the employee will be paid out any time in lieu accrued to his or her credit as if it were time worked.

28.4.8 ZV shall use its best endeavours to organise work so that overtime work is not a regular occurrence but may require an employee to work overtime where:

28.4.8(a) Such work is unavoidable because of work demands; and

28.4.8(b) Reasonable notice of the requirement to work overtime is given by ZV.

28.4.9 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to any risk to the Employee's health and safety; the Employee's personal circumstances including family responsibilities; the needs of the workplace; the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and any other relevant matter.

28.5 Payment for Overtime

28.5.1 Five-day roster employees – time and a half for the first two hours and double time thereafter, except on Sundays when all overtime is paid at double time.

28.5.2 Seven-day roster and job share employees – time and a half for the first two hours and double time thereafter for all overtime irrespective of the day of the week.

28.6 Payment for Work on Public Holidays

28.6.1 Employees required to work on a public holiday shall be paid at the rate of double time and half, with a minimum payment for 3 hours.

28.6.2 Alternatively, by agreement with their supervisor, employees can take time and a half plus a day's leave in lieu, provided that day is taken within 12 months.

28.6.3 Casual employees who are required to work on Christmas Day shall be entitled to the public holiday loading in lieu of the casual loading.

28.7 Clause 32 shall not apply to employees classified at Band 6, or higher.

29 MEAL BREAKS

29.1 Employees are entitled to an unpaid meal break of between 30 and 60 minutes at or before the expiration of 5 hours work.

29.2 Meals breaks are to be taken at times that best suit the work in hand and as agreed between the employees and her/his supervisor.

29.3 All employees are entitled to a paid rest break of 10 minutes in the morning and 10 minutes in the afternoon.

30 MEAL BREAKS AND ALLOWANCES DURING OVERTIME

Employees who work more than 9.6 hours continuously (excluding any periods of unpaid meal breaks) will be paid a meal allowance as per the schedule of allowances by application to payroll. In this event, the employee will take an unpaid meal break of at least 30 minutes at an agreed time.

31 HIGHER DUTIES

- 31.1** An employee will be eligible for a higher duties payment while acting in a role of a higher job classification at the request of his/her immediate manager and when the employee consents to accept the higher duties role. The immediate manager will ensure that the employee is informed of the higher duty responsibilities and the timeframe required for the employee to perform the higher duties.
- 31.2** Competent employees required to perform duties at a higher classification and required to conduct such higher duties for 5 days or more, will be paid on the basis as set out below.:
- 31.2.1** If the position being replaced is paid at a rate in a higher band payment will be at the entry point of that band
- 31.2.2** If the position being replaced is paid at a rate in the same band payment will be at the rate paid to the employee being replaced
- 31.2.3** If the position being replaced is that of a Director during short periods of absence an allowance of 10% of the replacing employee's salary will be paid. Where an employee is required to act as Director and carry the full responsibilities of the position in vacancy or long term absence periods, a higher rate of allowance may be determined by the CEO.
- 31.3** If higher duties circumstances arise, whereby the employee's current salary is higher than the job classification within which he/she is temporarily performing the higher duties, then the employee will go to the next highest band, so that he/she is not financially disadvantaged whilst performing the higher duties job classification.
- 31.4** In most instances higher duties will apply for periods of 5 days or more, except in exceptional circumstances where it will be by agreement.

32 PROMOTION AND TRANSFER

- 32.1** Where ZV determines that a position may be filled by promotion or transfer, the position will be advertised throughout the ZV workforce for a minimum of five working days before applications close.
- 32.2** Any employee may apply for appointment by way of transfer or promotion to the advertised position.
- 32.3** Advertisements must include the position's title and position description.
- 32.4** All candidates will be advised of the outcome of their application.
- 32.5** The operation of this clause is subject to Clause 34 "Settlement of Disputes & Grievances".

33 SECONDMENT

33.1 External Secondment

- 33.1.1** Where an employee is seconded by agreement to a position outside ZV's workforce, that employee remains an employee of ZV and the period of secondment counts as continuous service for all purposes.
- 33.1.2** A period of secondment shall be no longer than twelve months although this period may be extended by agreement with management and the employee.

33.1.3 Where ZV Management proposes to have duties performed by a person who is to be seconded to ZV for a period of six months or more, then the proposed secondment shall be advertised within that employer's workforce and each such applicant shall be considered on his or her merits.

33.2 Internal Secondment

33.2.1 Where an employee is seconded by agreement to another position within ZV's workforce, the period of secondment shall be for no longer than twelve months, although this period may be extended by mutual agreement between management and the employee. The conditions relating to an individual's secondment must be in writing. . Where the organization specifically requests an employee to take up a position at another site a travel allowance will be given or transport arrangement will be made to cover the extra distance travelled.

33.2.2 At the completion of the secondment, the employee is entitled to return to the position held immediately before the secondment.

PART 5 - AGREEMENT & RELATED MATTERS

34 DISPUTES SETTLING PROCEDURES

34.1 Resolution of disputes and grievances

34.1.1 Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the National Employment Standards, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute or grievance about whether an employer had reasonable grounds to refuse a request for flexible working conditions or an application to extend unpaid parental leave.

34.1.2 This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.

34.1.3 The employer or an employee covered by this agreement may choose to be represented at any stage by a representative, including a union representative or employer's organisation.

34.2 Obligations

34.2.1 The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

34.2.2 Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the employer of this concern and has not unreasonably failed to comply with a direction by the employer to perform other available work that is safe and appropriate for the Employee to perform.

34.2.3 No person covered by the agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

34.3 Agreement and dispute settlement facilitation

34.3.1 For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen employee representative is another employee of the employer, he/she must be released by his/her employer from normal duties for such periods of time as may be reasonably necessary to enable her/him to represent employees concerning matters pertaining to the employment relationship including but not limited to:

(a) Investigating the circumstances of a dispute or an alleged breach of this Agreement or the National Employment Standards;

- (b) Endeavouring to resolve a dispute arising out of the operation of the agreement or the National Employment Standards; or,
- (c) Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

34.3.2 The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the employer.

34.4 Discussion of grievance or dispute

34.4.1 The dispute or grievance must first be discussed by the aggrieved employee(s) with the immediate supervisor of the employee(s).

34.4.2 If the matter is not settled, the employee(s) can require that the matter be discussed with another representative of the employer appointed for the purposes of this procedure.

34.5 Internal process

34.5.1 If any party to the dispute or grievance who is covered by the agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process, provided that the process is conducted in a timely manner and it is consistent with the following principles:

- (a) The rules of natural justice;
- (b) Provide for mediation or conciliation of the grievance;
- (c) Provide that the employers will take into consideration any views on who should conduct the review; and
- (d) be conducted as quickly, and with as little formality, as a proper consideration of the matter allows.

34.5.2 If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance with the processes set out below.

34.5.3 If the matter is not settled, either Party may refer the matter to Fair Work Australia.

34.6 Disputes of a Collective Character

34.6.1 The parties covered by the agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to FWA.

34.6.2 No dispute of a collective character may be referred to FWA directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to FWA.

34.7 Conciliation

34.7.1 Where a dispute or grievance is referred, a member of FWA shall do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on terms for the settlement of the dispute or grievance.

34.7.2 This may include arranging:

conferences of the parties to the dispute or their representatives presided over by the member; and,

for the parties to the dispute or their representatives to confer among themselves at conferences at which the member is not present.

Conciliation before FWA shall be regarded as completed when:

the parties to the dispute have reached agreement on the settlement of the grievance or dispute; or,

the member of FWA conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or,

the parties to the dispute have informed the FWA member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

34.8 Arbitration

34.8.1 If the dispute or grievance has not been settled when conciliation has been completed, either party may request that FWA proceed to determine the dispute or grievance by arbitration.

34.8.2 Where a member of FWA has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.

34.8.3 Subject to sub-clause 1.8.4 below, the determination of FWA is binding upon the persons covered by this agreement.

34.8.4 An appeal lies to a Full Bench of FWA, with the leave of the Full Bench, against a determination of a single member of FWA made pursuant to this clause.

34.9 Conduct of Matters Before FWA

34.9.1 Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, FWA may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the Fair Work Act 2009.

35 INTRODUCTION OF WORKPLACE CHANGE

35.1 Where the ZV is considering a restructure of the workplace, the introduction of substantial new technology or major changes to existing work practices of employees, ZV will advise the affected employees and the CPSU of the proposed change, as soon as practicable after the proposal has been made. ZV will advise the affected employees and the CPSU of the likely effects on the employees working conditions, responsibilities and the intended benefits and rationale of the change.

35.2 ZV will regularly consult with affected employees and the CPSU and give prompt consideration to matters raised by the employees or CPSU and where appropriate provide training for the employees to assist the integration of the change.

35.3 In accordance with this clause the affected employees and the CPSU may submit substitute proposals which will meet the indicated rationale and benefits to the proposal. Such proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change. Any proposal submitted by CPSU must be considered and a response provided by ZV. Any dispute concerning the operation of this clause shall be dealt with in accordance with the disputes and grievance clause of this agreement.

35.4 Communication Process

The parties are committed to improving communication and consultative processes within the ZV. The ZV and the CPSU will give effect to this commitment by reviewing existing interactive procedures and meeting at least quarterly to review the effective operation of this agreement.

36 PERFORMANCE MANAGEMENT PROCESS

36.1 The objective of this process is to restore conduct/performance to an agreed standard. The employee must be provided with a fair opportunity to reach this standard.

- 36.2** The following steps will be followed as per the ZV Managing Poor or Under Performance Policy through to conclusion:
- 36.2.1** Informal discussion
 - 36.2.2** First written warning
 - 36.2.3** Second written warning
 - 36.2.4** Final written warning
 - 36.2.5** Interview to dismiss
- 36.3** Other than for summary dismissal, an employee should not be dismissed unless a, first written warning, second written warning and final written warning have been previously issued.
- 36.4** In the event that the employee believes the process prescribed by the ZV Managing Poor or Under Performance Policy has not been followed which the employee believes has resulted in unfair treatment, they may refer to the Settlement of Disputes & Grievances process, Clause 38 as set out above.

PART 6 – LEAVE

37 ANNUAL LEAVE

37.1 Entitlement to Leave

- 37.1.1** Employees, other than casuals, accrue annual leave at the rate of twenty days per annum which is available as entitlement after twelve months continuous service.
- 37.1.2** Employees on seven-day rosters are entitled to 4 weeks annual leave and then:
- 37.1.2(a)** If such employees are rostered to work an average of one weekend in each four weeks over a 12month period, they are entitled to a further 3 days annual leave;
 - 37.1.2(b)** If such employees are rostered to work an average of two weekends in each four weeks over a 12 month period, they are entitled to a further 5 days annual leave.

37.2 Broken Service

Annual leave accrual shall be suspended for periods where an employee is absent on leave without pay. All periods of paid leave, including public holidays, shall accrue annual leave.

37.3 Public Holidays and Annual Leave

An employee's annual leave entitlement shall be in addition to any of the public holidays prescribed by this Agreement.

37.4 Leave to be Taken

Annual leave as an entitlement, is intended to be taken fully each year to provide the employee with a period of rest and recreation. Therefore, it is the responsibility of both employee and employer to ensure this principle is adhered to and that it is taken at a mutually agreed time. Unless otherwise agreed, the employee may be directed to take annual leave.

37.4.1 Cashing-out of Annual Leave

An employee with an annual leave balance in excess of two years' entitlements may apply in writing to cash-out the excess leave or part thereof. In considering the application, ZV will explore with the applicant whether such leave can be taken in due

time. If this is not possible and both ZV and applicant are agreeable, the excess leave may be cashed-out.

37.5 Proportionate Leave on Termination

Any employee who leaves the employment of ZV after having given the prescribed period of notice or whose services are terminated (or the employee's legal representative in the case of the death of the employee) shall be paid an amount calculated on the basis of one twelfth of an ordinary month's pay in respect of each completed month of continuous service with ZV for which leave has not previously been granted.

37.6 Annual Leave Loading

Employees will be paid a loading related to annual leave entitlements of 17.5 per cent on their base salary to a maximum at the top of Band 5. Employees whose annual salary exceeds Band 5, will have their annual leave loading calculated at the top of Band 5. This leave loading entitlement will be paid once per year on the first fortnightly pay each December.

Employees on a seven day roster will have any leave loading entitlement as provided in the previous clause discounted by their roster loading.

38 PURCHASED PAID LEAVE

38.1 Notwithstanding any other provision of this Agreement, an Employee may, with the agreement of ZV, work between 48 weeks and 51 weeks per year. Access to this facility may only be granted on application from an Employee.

38.2 Where ZV and an Employee agree to a reduction in the number of working weeks under this clause, the Employee will qualify for paid leave in addition to annual leave as follows:

48/52 weeks	Additional 4 weeks' leave
49/52 weeks	Additional 3 weeks' leave
50/52 weeks	Additional 2 weeks' leave
51/52 weeks	Additional 1 week's leave

38.3 Purchased paid leave will not qualify for annual leave loading. Purchased leave must be taken within 12 months of its accrual. Rate of salary for the purposes of payment of purchased leave will be based upon accrued value and not current base salary.

38.4 Employees taking advantage of this facility will have their annual base salary reduced by the value of the leave to be taken.

38.5 Accrual of all other leave entitlements will remain unchanged.

38.6 Each application will be dealt with on its merits taking into account operational imperatives. In making application for access to this facility the employee in consultation with their supervisor will ensure that the workload can be handled by other team members or additional resourcing on the basis of cost neutrality. A fresh application to access this facility must be made each year.

38.7 An Employee may revert to ordinary 52 week employment on the anniversary of accessing this facility by giving ZV no less than four weeks' written notice. In that event, the annual rate of salary will be increased by the value of the paid leave purchased.

39 PERSONAL LEAVE

39.1 Sick Leave

- 39.1.1** A full-time Employee, other than a casual Employee, accrues 114 hours cumulative sick leave with pay for each year of employment. In addition staff may access a further 3 days of non-accumulative leave per year.
- 39.1.2** Subject to 39.1.6, in the case of illness an Employee may take up to 38 hours accrued sick leave with pay in each year of employment without having to provide a medical certificate from a registered practitioner or a statutory declaration.
- 39.1.3** Notwithstanding clause 39.1.2 if the period of sick leave referred to in that clause is for a continuous period exceeding 22.8 hours the Employee shall provide a medical certificate from a registered practitioner or a statutory declaration.
- 39.1.4** If the period of sick leave referred to in clause 39.1.3 is for 22.8 hours (24 hours for Employees whose ordinary hours of duty average 80 hours per fortnight) or less, the Employee may be required by ZV to provide a medical certificate from a registered practitioner or a statutory declaration.
- 39.1.5** An Employee shall provide a medical certificate from a registered practitioner for any continuous period of sick leave in excess of 38 hours. For the purposes of this clause, "registered practitioner" means one of the following: Doctor of Medicine; Dentist; Physiotherapist; Chiropractor; Osteopath; Psychologist; Podiatrist; Optometrist; or practitioner registered by the Chinese Medicine Registration Board of Victoria. ZV may require that an Employee provide a further medical certificate from a registered practitioner for any period of sick leave exceeding 13 weeks.
- 39.1.6** If the number of statutory declarations exceeds 5 in any year ZV may request the employee to provide reasonable supporting evidence of illness in conjunction with the statutory declaration.

39.2 Carer's Leave

- 39.2.1** An Employee who has responsibilities to a member of his or her immediate family or household will be entitled to use his or her sick leave accrual to provide such person with care and support.
- 39.2.2** The amount of paid carer's leave which an Employee may take must not exceed 76 hours in any 12 month period. Carer's leave with pay will be deducted from an Employee's sick leave credits. If an Employee has exhausted his or her sick leave credits in any 12 month period of employment, the Employee will be granted further carer's leave with pay from his or her compassionate leave entitlement up to a maximum of 22.8 hours, provided the total carer's leave does not exceed 76 hours.
- 39.2.3** ZV may require the Employee to provide a medical certificate or statutory declaration stating the condition of the person concerned and that this condition requires the Employee's care and support.
- 39.2.4** For the purposes of this clause, the Employee's "immediate family" includes:
- 39.2.4(a)** the Employee's spouse (including the Employee's former spouse, de facto spouse and former de facto spouse). The employee's "de facto spouse" means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee; and
 - 39.2.4(b)** a child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto spouse.
 - 39.2.4(c)** An Employee may elect, with the consent of ZV, to take unpaid leave for the purpose of providing care to a member of his or her immediate family who is ill.

39.3 Compassionate Leave

39.3.1 Definition

In this clause the Employee's immediate family means:

- 39.3.1(a)** the Employee's spouse (including the Employee's former spouse, de facto spouse and former de facto spouse). The Employee's "de facto spouse" means a person who lives with the Employee as husband, wife or same sex partner on a bone fide domestic basis, although not legally married to the Employee; and
- 39.3.1(b)** a child or adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto spouse.

39.3.2 Serious illness or death of immediate family member

An Employee, other than a casual Employee, is entitled to up to five days leave with pay per year because of the serious illness or death of a member of the Employee's immediate family or household.

39.3.3 Additional leave

- 39.3.3(a)** If an Employee has exhausted leave under this clause, he or she can access up to three days' paid sick leave.
- 39.3.3(b)** If an Employee has exhausted their accrued paid sick leave, ZV may grant up to 3 days unpaid leave.
- 39.3.3(c)** An Employee may be granted leave beyond three days where ZV is satisfied that three days is inadequate in the circumstances.
- 39.3.3(d)** In addition to the other provisions of this clause, Employees of Aboriginal or Torres Strait Islander descent may be granted unpaid leave of up to three days in relation to the death of an extended family member.

39.3.4 Additional bereavement leave

If an employee has exhausted leave under this clause an employee is entitled to a further 3 days paid leave because of a death of a member of the employees immediate family or household.

40 LONG SERVICE LEAVE

40.1 Entitlement

- 40.1.1** Employees who have completed 10 years' service with the ZV are entitled to 13 weeks long service leave on full pay, and an additional 6.5 weeks for each additional 5 years completed service.
- 40.1.2** Employees whose employment is terminated after 10 years completed service are entitled to a pro rata long service leave payment.
- 40.1.3** Employees whose services are terminated after 4 years completed service on account of ill health, retrenchment, or by death are entitled to a pro rata long service leave payment.
- 40.1.4** Long service leave shall be taken at times that are mutually convenient, subject to the needs of ZV.
- 40.1.5** Employees intending to take long service leave should give at least 8 week's notice of their intention.

40.2 Time of Granting Leave

ZV may determine, in consultation with the employee, the time for granting long service leave so that ZV's operations are not unduly affected by the granting of long service leave to employees at, or about the same time.

40.3 Calculation of Service

In calculating service for determining long service leave entitlement the following are included:

- 40.3.1** Any period of paid leave or special leave due to war disabilities;
- 40.3.2** Unpaid sick leave up to a maximum of 26 weeks;
- 40.3.3** Any period for which accident make-up payments are made under WorkCover, up to a maximum of 12 months;
- 40.3.4** Paid maternity leave;
- 40.3.5** Any such other leave as ZV may determine in a particular case;
- 40.3.6** Any periods of paid leave, or pay in lieu, will be included in calculating length of service, but no further payment can be made or leave taken with respect to those periods;
- 40.3.7** Periods of unpaid leave shall not be recognised for the purpose of calculating length of service.

40.4 Recognition of Prior Service

- 40.4.1** Prior service shall include any period or periods of service in any State or Federal Government office, or in any other Government Instrumentality or Authority, Municipality or Local Government Authority or Zoo Service, as determined by the ZV.
- 40.4.2** The ZV is committed to reciprocal arrangements, subject to the transfer of long service leave monetary accumulation, with the organisations listed in (a) above, to allow employees who have a minimum of 5 years service with the ZV, to transfer their long service leave accumulation and monetary entitlement to one of these organisations upon engagement.
- 40.4.3** Prior service shall also include any period of war service in the Armed Forces of the Commonwealth of Australia, which ended not more than five years before commencement of their current employment with ZV, or any other service or employment which entitles employees to long service leave.

40.5 Payment of Long Service Leave

- 40.5.1** Long service leave granted on full pay is paid at the employees ordinary rate of pay at the time of proceeding on leave, or averaged rate of pay for the preceding twelve month period.
- 40.5.2** Employees may request the whole or part of the long service leave to be taken at half pay.
- 40.5.3** Long service leave salary shall be payable fortnightly, except where the employee has requested a lump sum at the commencement of the leave.
- 40.5.4** Payments to employees during long service leave will be adjusted to include any variation in salary that occurs during the leave period.
- 40.5.5** Where a public holiday occurs during a period of long service leave granted to an employee, the public holiday is to be regarded as part of the long service leave.

40.6 Payment in lieu of Long Service Leave

Upon entitlement to Long Service Leave, the employee may request ZV to cash-out part or all of the entitlement. Minimum cash-out is one month's leave and may be accessed once per annum. Upon payment in lieu of such Long Service Leave, the leave is no longer an entitlement.

41 Parental Leave

41.1 Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

41.2 The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.

41.2.1 An eligible casual is entitled to unpaid parental leave

41.2.2 An **eligible casual** Employee means a casual Employee:

41.2.2(a) employed by an Employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

41.2.2(b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

41.2.3 For the purposes of this clause, **continuous service** is work for an Employer on a regular and systematic basis (including any period of authorised leave or absence).

41.2.4 The Employer must not fail to re-engage a casual Employee because:

41.2.4(a) the Employee or Employee's spouse is pregnant; or

41.2.4(b) the Employee is or has been immediately absent on parental leave.

41.2.5 The rights of an Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

41.3 Definitions

41.3.1 For the purpose of this clause **child** means a child of the Employee under school age except for adoption of a child where 'child' means a person under school age who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

41.3.2 For the purpose of this clause, spouse includes a de facto or former spouse.

41.3.3 In relation to 45.11, **spouse** includes a de facto spouse but does not include a former spouse.

41.4 Basic entitlement

41.4.1 Employees who have, or will have, completed at least twelve months continuous service, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. An employee who does not satisfy the qualifying service requirement for the paid components of leave, or an employee who is an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

Leave available is summarised in the following table:

Type of leave	Paid leave	Unpaid leave	Total combined paid and unpaid leave
Maternity leave	14 weeks	38 weeks if primary	52 weeks

		care giver	
Paternity/partner	1 week	51 weeks if primary care giver	52 weeks
Adoption leave – primary care giver	14 weeks	38 weeks	52 weeks
Adoption leave – secondary care giver	1 week	2 weeks	3 weeks

41.4.2 Paternity/Partner leave

An Employee who has at least 12 months continuous paid service will be entitled to

- 41.4.2(a)** One week paid paternity leave in connection with the birth of a child for whom he has accepted responsibility, to be taken either before and/or after the birth.
- 41.4.2(b)** If he is the primary care giver he will be entitled to a further 51 weeks of unpaid paternity leave.
- 41.4.2(c)** A male Employee will also be entitled to one week paid paternity leave if the mother of the child has a miscarriage of her pregnancy where it has advanced to at least 20 weeks.

41.4.3 Leave available for one parent at a time

Subject to 45.8, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- 41.4.3(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
- 41.4.3(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

41.4.4 Half pay provision

The Employer may allow an Employee who is entitled to paid parental leave to take that leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled

41.5 Variation of parental leave

Where an Employee takes leave under clause 45.4.1, 45.4.2, 45.4.3, or 45.6.2, unless otherwise agreed between the Employer and Employee, an Employee may apply to their Employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 47.4 or the right to request in clause 45.6.

41.6 Right to request

An Employee entitled to parental leave pursuant to the provisions of clause 45.4 may request the Employer to allow the Employee:

- 41.6.1** to extend the period of simultaneous parental leave provided for in clauses 45.4.4(a) and 45.4.4(b) up to a maximum of eight weeks;
- 41.6.2** to extend the period of unpaid parental leave provided for in clause 45.4.1, 45.4.2, and 45.4.3 by a further continuous period of leave not exceeding 12 months;
- 41.6.3** to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

41.6.4 The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

41.6.5 Employee's request and Employer's decision to be in writing

The Employee's request and the Employer's decision made under clauses 45.6.2 and 45.6.3 must be recorded in writing.

41.6.6 Request to return to work part-time

Where an Employee wishes to make a request under clause 45.6.3, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

41.7 Maternity leave

41.7.1 An Employee must provide notice to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:

41.7.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant) – at least ten weeks;

41.7.1(b) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

41.7.2 When the Employee gives notice under 45.7.1(a) hereof the Employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

41.7.3 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

41.7.4 Subject to clause 45.4.1 hereof and unless agreed otherwise between the Employer and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

41.7.5 Where an Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, an Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

41.8 Special maternity leave

41.8.1 The Employee will be entitled to the equivalent of 14 weeks paid maternity leave if she has a miscarriage of her pregnancy where it has advanced to at least 20 weeks.

41.8.2 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, maternity leave related to a miscarriage of her pregnancy.

41.8.3 Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further maternity leave related to a miscarriage of her pregnancy. The aggregate of paid sick leave and maternity leave, including parental leave taken by a spouse, may not exceed 52 weeks.

41.8.4 Where leave is granted under clause 45.7.4 hereof, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

41.9 Paternity leave

41.9.1 An Employee will provide to the Employer at least ten weeks prior to each proposed period of paternity leave, with:

- 41.9.1(a)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- 41.9.1(b)** written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 41.9.1(c)** except in relation to leave taken simultaneously with the child's mother under clauses 45.4.4(a), 45.4.4(b), and 45.6.1, a statutory declaration stating:
 - 41.9.1(c)(i)** he will take that period of paternity leave to become the primary care-giver of a child;
 - 41.9.1(c)(ii)** particulars of any period of maternity leave sought or taken by his spouse; and
 - 41.9.1(c)(iii)** that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

41.9.2 The Employee will not be in breach of clause 45.10.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

41.10 Adoption leave

41.10.1 The Employee will notify the Employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.

41.10.2 Before commencing adoption leave, an Employee will provide the Employer with a statutory declaration stating:

- 41.10.2(a)** the Employee is seeking adoption leave to become the primary care-giver of the child;
- 41.10.2(b)** particulars of any period of adoption leave sought or taken by the Employee's spouse; and
- 41.10.2(c)** that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

41.10.3 An Employer may require an Employee to provide confirmation from the appropriate government authority of the placement.

41.10.4 Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

41.10.5 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption

agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

- 41.10.6** An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

41.11 Parental leave and other entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 43.6.

41.12 Transfer to a safe job

- 41.12.1** Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 41.12.2** If the transfer to a safe job is not practicable, the Employee may elect, or the Employer may require the Employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

41.13 Returning to work after a period of parental leave

- 41.13.1** An Employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 41.13.2** An Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 45.13, the Employee will be entitled to return to the position they held immediately before such transfer.
- 41.13.3** Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 41.13.4** An eligible casual Employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.
- 41.13.5** Where such a position is no longer available, but there are other positions available that the Employee is qualified for and is capable of performing, the Employer shall make all reasonable attempts to return the Employee to a position comparable in status and pay to that of the Employee's former position

41.14 Replacement Employees

- 41.14.1** A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.
- 41.14.2** Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

41.15 Communication during parental leave

- 41.15.1** Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
- 41.15.1(a)** make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - 41.15.1(b)** provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- 41.15.2** The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- 41.15.3** The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 45.16.1.

42 PUBLIC HOLIDAYS

42.1 Public Holidays Applicable

ZV Employees are entitled to the following public holidays:

News Years Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.

46.2 Christmas/New Year Period

46.2.1 If Christmas Day falls on a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

46.2.2 If Boxing Day falls on a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

46.2.3 If New Year's day or Australia Day falls on a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

42.2 Payment for work on a public holiday

A ZV employee, other than a casual Employee, who works on public holiday, shall be:

- 42.2.1** paid at the appropriate holiday rate; and
- 42.2.2** if such an ZV Employee also works on the substituted day or days, he or she shall be paid at the ordinary time rate on this day or these days.

42.3 Victoria Public Holidays

Public holidays which are declared or prescribed in the State of Victoria on days other than those set out in Clauses 48.1 and 48.2 above and which are applicable to ZV employees covered by this Agreement, shall constitute additional holidays for the purpose of this Agreement.

42.4 Substitution of Public Holidays

- 42.4.1** ZV and its Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement. Any such arrangement shall be recorded in writing and be available to every affected Employee.

42.4.2 A ZV Employee may by agreement with ZV substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to the Employee.

42.5 Work Performed on Public Holidays

42.5.1 Five Day Worker

Where a public holiday falls on any day Monday to Friday the employee will have the day free of duty on full pay.

42.5.2 Rostered Worker

42.5.2(a) Where a ZV employee is rostered on and works a public holiday, the employee shall be paid double time and a half at the base rate or take the Public Holiday as day off and be paid the normal rate of pay.

42.5.2(b) Where a 7 day rostered full time ZV employee is rostered off on a public holiday and he/she does not work he/she is entitled to either an additional day's pay at the pay at the appropriate rate or a day off in lieu at his/her option, to be taken at a mutually agreed time Monday to Friday.

43 OTHER LEAVE

43.1 Leave of Absence – Safari Guides

Safari Guides may apply for leave of absence up to a maximum of three months. Such leave will be granted at the discretion of management.

43.2 Jury Service

Employees required to appear and/or serve as a juror in any court shall be entitled to leave with pay for the period during which their attendance is required. The employee shall not be required to pay to ZV the amount received as jury fees. To obtain approval for leave under this clause, a leave application should be supported by the notification that the employee is required to attend the court. On resumption of duty, the employee shall submit an attendance certificate obtained from the Court.

43.3 Blood Donations

A full time or part time employee on production of a Blood Bank Attendance certificate shall be granted special leave up to a maximum of four hours without loss of pay provided that leave for such attendance has had prior approval of ZV. This leave may be taken on four separate occasions per calendar year.

43.4 Participation In Sporting Events

Refer the ZV Special Leave Policy.

43.5 Leave to Engage in Emergency Relief Activities

43.5.1 An Employee who is a member of a voluntary emergency relief Organisation including, but not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance must be released from normal duty without loss of pay where an emergency situation arises that requires the attendance of the Employee provided always, that operational requirements of ZV are maintained.

43.5.2 An Employee who is required to attain qualifications or to requalify to perform activities in an emergency relief Organisation may be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications. Applications for such training will be considered on a case by case basis taking into account the development needs of the employee and the operational requirements of ZV.

43.6 Defence Reserve Leave

- 43.6.1** Leave may be granted for Defence Reserve service up to a maximum period of 78 weeks continuous service.
- 43.6.2** An Employee required to complete Defence Reserve service will consult with the Employer regarding the proposed timing of the service and will give the Employer as much notice as is possible of the time when the service will take place.
- 43.6.3** Where the base salary excluding allowances received by the Employee from the Australian Defence Force in respect of Defence Reserve service during his or her ordinary hours of work is below the Employee's ZV salary, the Employer will, unless exceptional circumstances arise, pay to the Employee make-up pay for the period of Defence Reserve service.

43.7 Pay During Leave

Where the amount of pay (not including any payment by way of overtime, penalty rates, higher duties allowances, or any payment of temporary character) which an employee would have received had they remained on duty, exceeds the amount of pay (including marriage and separation allowances) received by them as a member of the Citizen Forces, at any such school, class, or course, they shall be entitled to receive an amount equal to the difference.

43.8 Application for Leave and Evidence of Attendance

Any employee who requires leave under this clause shall submit in writing, an application to ZV, and upon completion of the period of such leave, they shall furnish satisfactory evidence that they had attended for the purpose for which the leave was granted.

43.9 Study Leave

- 43.9.1** ZV may grant study leave for the purpose of developing its employees.
- 43.9.2** Study Leave will only be granted where the course of study being undertaken by the employee is considered appropriate by ZV.
- 43.9.3** Study Leave will be at the discretion of ZV and will not exceed 7.6 hours per week.
- 43.9.4** ZV will not unreasonably withhold a request to arrange study leave to suit the individual requirements of the employee, including applications for block leave to attend such events as examinations.
- 43.9.5** The employee where possible will arrange time for the purposes of study to include time in lieu and encompass meal breaks.

43.10 Leave Without Pay

- 43.10.1** ZV may grant an employee leave without pay, subject to operational requirements.
- 43.10.2** Employees are able to apply for leave without pay as an extension of their annual leave, to a maximum of two weeks in any one-year. ZV will give consideration to such application on a case by case basis.
- 43.10.3** Leave without pay granted under this clause must not exceed a continuous period of twelve months without the further approval of ZV.
- 43.10.4** Unless otherwise provided for in this agreement, leave without pay granted under this clause shall not break the employee's continuity of employment but leave without pay will not count as service for accrual of any type of leave provided by this agreement or other purposes.

43.11 Child Care Arrangements

- 43.11.1** ZV recognises the needs of employees with family responsibilities and the right to address those responsibilities without conflict between work and home.
- 43.11.2** The parties are committed to the introduction of conditions of work that assist employees with family responsibilities to effectively discharge both responsibilities.

43.12 Home Based Work

Any application will be considered on merit.

PART 7 - AGREEMENT AND RELATED MATTERS

44 AVAILABILITY OF THE AGREEMENT TO EMPLOYEES

Copies of this agreement shall be available to employees in their work locations.

PART 8 – OCCUPATIONAL HEALTH & SAFETY

45 SAFETY IN THE WORKPLACE

Occupational health and safety in the workplace or in the course of employment is subject to the provisions of the Victorian Occupational Health and Safety Act 2004 and the Victorian Accident Compensation Act 1985.

46 PAYMENT ENTITLEMENT – ACCIDENT OR ILLNESS

50.1 ACCIDENT MAKE-UP PAY

- (a) Where an Employee is absent from duty as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments of compensation under the *Accident Compensation Act 1985*, the Employee will, except where otherwise provided in **clause 1(b)** below, be entitled to accident make-up pay equivalent to his or her normal salary less;
- (i) the amount of weekly compensation payments; and
 - (ii) if the employee is partially incapacitated, any wages earned by the employee.

Payment – maximum entitlement

- (b) The entitlement to accident make up pay is for a single, continuous period of 52 weeks, commencing on the date that the injury or incapacity occurs. For the purposes of this clause, a "week" means the relevant employee's ordinary working week at the time that the injury or incapacity occurs. Accident make up pay is not payable:
- (i) after the end of the continuous 52 week period, except at the absolute discretion of ZV;
 - (ii) if benefits payable under the *Accident Compensation Act 1985* cease; or
 - (iii) if the employee's employment ceases.
- (c) where an employee is receiving accident make up pay they will continue to accrue annual leave, personal leave and long service leave for up to a maximum of 52 weeks.

47 JOURNEY ACCIDENT INSURANCE

ZV shall enter into a contract of insurance on behalf of all employees covered by this Agreement, to pay lost wages during any period of incapacity arising out of personal illness or injury sustained whilst travelling to or from ZV's place of employment.

48 INFECTIOUS DISEASES

Upon report by a medical officer, that by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an employee is unable to attend work, ZV may grant the employee special leave of

absence with pay. The period of leave must not be for any period beyond the earliest date at which it would be practicable for the employee to return to work having regard to the restrictions imposed by law.

49 FIRST AID

- 49.1** Appropriate first aid equipment in readily accessible locations will be provided and maintained by ZV.
- 49.2** Employees appointed by ZV to perform First Aid duty will be paid an allowance as per the schedule.

PART 9 – OTHER MATTERS

50 TRAINING

- 50.1** The parties agree that each employee may have access to relevant training and/or development opportunities consistent with the employee's defined ZV career objectives.
- 50.2** Training and/or Development opportunities for each employee includes the opportunity to extend individual knowledge and skills by attendance at training sessions, seminars, formal courses of study, exchange placements, secondment arrangements project work, higher duty assignments or other opportunities.
- 50.3** ZV and employee shall jointly identify relevant training and/or development needs of each employee at least annually in line with the formal performance and development review process.
- 50.4** ZV may grant paid leave and pay reasonable approved costs for the employee to attend management approved training and/or development activities engaged in by the employee. Where ZV requires the employee to undertake a formal course of study, ZV shall pay all reasonable approved costs associated with the course of study in addition to any study leave granted to the employee.

51 CLOTHING, TOOLS AND EQUIPMENT

- 51.1** Employees shall be provided with all necessary protective or special apparel, instruments, equipment, tools, stationery and furniture to carry out their work.
- 51.2** All such apparel and equipment provided will be maintained in good order by employees.
- 51.3** Employees who damage or soil items of personal clothing, footwear or personal equipment, during the performance of their duties, through no fault of their own, will have such repaired, cleaned or replaced by ZV. This clause will only apply for items required to be used for the performance of duties unless otherwise agreed with the Employer.

52 EMPLOYEE AMENITIES

Fully equipped sick bay/rest room, employee toilets and showers, and lunchroom with microwave oven, refrigerator and boiling water will be provided by ZV.

53 MOBILE PHONE USAGE

If during an employee's course of employment, an employee is required to use his/her mobile phone, they will be reimbursed in accordance with the "agreed usage" arrangement that the employee and their supervisor reach regarding the use of mobile phone for job related purposes.

54 EXPENSES

On the provision of adequate receipts the ZV will reimburse reasonable out of pocket expenses actually and necessarily incurred in the course of his or her authorised duties.

55 RESIDENTIAL AND NON-RESIDENTIAL RELOCATION

Where an employee needs to move residence as a result of relocation from one geographic workplace to another, as directed by management, such employee will be compensated in accordance with ZV policy.

56 PROFESSIONAL COUNSELLING

Professional counselling will be provided to employees, as necessary, in accordance with the ZV Employee Assistance Program.

57 COSTS OF EMPLOYMENT RELATED LEGAL PROCEEDINGS

57.1 Where legal proceedings are initiated against an employee as a direct consequence of the employee legitimately and properly performing his or her duties, ZV will not unreasonably withhold agreement to meet the employees' legal costs relating to the defence of such proceedings.

57.2 When ZV meets the employee's legal costs in these circumstances ZV shall appoint the legal firm which is to represent the employee.

58 INQUESTS

If an employee is required to attend a coroner's inquest in matters which directly arise from the performance of the employee's duties, ZV shall meet the employee's reasonable legal costs relating to appearance at or representation before the Coroner's Court.

59 USE OF PRIVATE VEHICLES

Employees required to use their private vehicle for work purposes will be reimbursed in accordance with Australian Taxation Office kilometre rates.

SIGNATORIES

SIGNED IN AGREEMENT FOR AND ON BEHALF OF

The Community and Public Sector Union (CPSU) Victorian Branch

NAME:

BRANCH SECRETARY

WITNESS

DATED:

SIGNED IN AGREEMENT FOR AND ON BEHALF OF

The Zoological Parks and Gardens Board (ZV)

JENNY GRAY

CHIEF EXECUTIVE OFFICER

WITNESS

DATED:

APPENDIX A

Salaried Staff Classification Structure

Salaries as at 1 July 2009

Band		Points	Salary	Casual Rates	Schedule of Casual Salaries
Band 1	Entry	85	\$31,800	\$19.25	Training rate band 2/Entry band 1 After 1st year Top
	Midpoint	105	\$35,300	\$21.36	
	Maximum	124	\$38,800	\$23.48	
Band 2	Entry	125	\$37,900	\$22.94	Entry band 2 After 1st year Top
	Midpoint	148.5	\$42,100	\$25.48	
	Maximum	172	\$46,300	\$28.02	
Band 3	Entry	173	\$44,700		
	Midpoint	197.5	\$49,700		
	Maximum	222	\$54,700		
Band 4	Entry	223	\$52,800		
	Midpoint	258	\$58,700		
	Maximum	293	\$64,600		
Band 5	Entry	294	\$61,500		
	Midpoint	337	\$68,300		
	Maximum	380	\$75,100		
Band 6	Entry	381	\$67,700		
	Midpoint	430.5	\$79,700		
	Maximum	480	\$91,700		
Band 7	Entry	481	\$78,600		
	Midpoint	540.5	\$92,500		
	Maximum	600	\$111,000		

1. Movement of the Classification Bands

Salary levels at each of the bands are set at the 25th percentile as determined by salary data provided by Mercer as at 1 July of each year in arrears ie data relating to 1 July 2008 is applied to the classification structure on 1 July 2009. The bands are not affected by the general pay increases as provided by this agreement.

2. Classification Adjustments

Employees whose rate of pay falls below the minimum set each 1 July for their position's designated band will have their rate of pay adjusted to that minimum effective at that date.

3. Increases to Casual Rates

Casual rates will increase in line with the general pay increases.

Schedule of Allowances

Allowance	Relevant Clause	As at date of first pay increase	From date of second pay increase	From date of third pay increase
In Charge – Safari Officers	27.4	\$6.60 per day	\$6.75 per day	\$6.90 per day
Meal Allowance	36	\$17.50 per meal	\$18.00 per meal	\$18.50 per meal
First Aid	59	\$9.65 per week	\$9.90 per week	\$10.15 per week
Overnight Allowance – Camp Leaders	25.6.3	\$56.80 per night	\$58.25 per night	\$59.70 per night