

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/349

TITLE: The Royal Society for the Prevention of Cruelty to
Animals NSW Inc. Inspectors Enterprise Agreement 2005-2008

I.R.C. NO: IRC5/5575

DATE APPROVED/COMMENCEMENT: 7 November 2005 / 7 November 2005

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**NEW AGREEMENT OR
VARIATION:** Replaces EA02/306.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by RSPCA, Inc. who fall within the coverage of the Animal Welfare, Institutional (State) Award.

PARTIES: Royal Society For The Prevention of Cruelty To Animals New South Wales -&- the Liquor, Hospitality and Miscellaneous Union, New South Wales Branch

**THE ROYAL SOCIETY FOR
THE PREVENTION OF
CRUELTY TO ANIMALS NSW
INC.**

INSPECTORS

ENTERPRISE AGREEMENT

2005 - 2008

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1. Title and Intention of the Parties

This Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the Industrial Relations Act 1996, and shall be known as the Royal Society for the Prevention of Cruelty to Animals New South Wales Inc. Inspectors Enterprise Agreement 2005 – 2008. The Agreement shall provide the basis for consistently determining the salaries and conditions of employment for Inspectors employed by the Society.

2. The Parties

The Parties to this Agreement are the Royal Society for the Prevention of Cruelty to Animals New South Wales Inc., the Australian Liquor, Hospitality and Miscellaneous Workers' Union, New South Wales Branch, and the employees employed as Inspectors whether signatories or not.

3. Duress

This Agreement has been entered into without duress by any party.

4. Duration

The Agreement shall come into operation from the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three (3) years.

5. Definitions

Society: Shall mean the Royal Society for the Prevention of Cruelty to Animals New South Wales Inc.

Part-time Employee: Shall mean an employee engaged by the week but who is required to work a regular number of ordinary hours each week less than the ordinary number of hours prescribed for weekly employees.

Policy: Shall mean policy adopted by the Society. Employees shall be bound by all policies and standard operating procedures (SOPs) as varied from time to time.

Union: Shall mean the Australian Liquor, Hospitality and Miscellaneous Workers' Union, New South Wales Branch.

Weekly Rate of Pay Shall mean the salary received by the employee but shall not include overtime payments or office allowance.

6. Anti-Discrimination

6.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 6.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the Agreement that, by its terms or operation, has a direct or indirect discriminatory effect.
- 6.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 6.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 6.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) The Society and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

7. Relationship with the Animal Welfare, Institutional (State) Award

- 7.1 This Agreement shall be read and interpreted in conjunction with the Animal Welfare, Institutional (State) Award (the Award) and any Award which succeeds this Award.

7.2 In the event of any inconsistency between the Award and this Agreement, this Agreement shall prevail to the extent of the inconsistency.

7.3 Where this Agreement is silent the Award shall prevail.

8. Salaries

8.1 Process of Progression and Salary Structure

Appointment as an Inspector requires that the employee provides service in a flexible manner and performs duties in all areas of operation of the Society. Progression through the classification structure outlined below indicates that the flexible and efficient approach to the work of the Society is undertaken on the more complex activities associated with the inspectorial and enforcement role.

LEVEL	CLASSIFICATION	SALARY PER ANNUM
Level 1	Inspector	\$39,926
<p>PLACEMENT ABOVE LEVEL 1</p> <p>Each Inspector shall be assessed in the sixth month of their employment with the Society to establish whether they meet and have demonstrated all the requirements of Level 1 of the Classification Structure. An assessment will also be undertaken to determine whether the employee meets and has demonstrated the requirements of Inspector levels above Level 1. Where these requirements are met or exceeded the employee will be placed at the Level appropriate to this demonstrated capacity.</p>		
Level 2A	Inspector	\$43,449
<p>PROGRESSION FROM LEVEL 2A TO LEVEL 2B</p> <p>Twelve months after placement in Level 2A the each Inspector shall be assessed for further progression. This assessment shall be against the criteria established for a Level 2 Inspector and where all the requirements for Level 2 are met and consistently demonstrated by the employee, the employee shall progress to Level 2B.</p>		
Level 2B	Inspector	\$45,211

LEVEL	CLASSIFICATION	SALARY PER ANNUM
<p>PROGRESSION FROM LEVEL 2B TO LEVEL 3A</p> <p>Twelve months after the progression to Level 2B the Inspectors shall be assessed for further progression. This assessment shall be against the criteria established for a Level 3 Inspector and where all the requirements for Level 3 are met and consistently demonstrated by the employee, the employee shall progress to Level 3A.</p>		
Level 3A	Inspector	\$46,972
<p>PROGRESSION FROM LEVEL 3A TO LEVEL 3B</p> <p>Twelve months after the progression to Level 3A each employee shall be assessed to establish whether they are continuing to perform the range of duties and exercise the skills required of Level 3. Where the employee has demonstrated sustained capacity at the Level and performance has been determined as at least commendable then the employee will progress to Level 3B.</p>		
Level 3B	Inspector	\$48,733
<p>PROGRESSION FROM LEVEL 3B TO LEVEL 4</p> <p>Twelve months after the progression to Level 3B the Inspectors shall be assessed for further progression. This assessment shall be against the criteria established for a Level 4 Inspector and where all the requirements for Level 4 are met and consistently demonstrated by the employee, the employee shall progress to Level 4.</p>		
Level 4	Principal Inspector	\$51,082

APPOINTMENT TO THE POSITION OF TEAM LEADER

Appointment to the position of Team Leader will only occur in the case of a vacant position and will be determined through merit based selection and recruitment.

8.2 **Salary Increases**

The salary ranges detailed above, and other money allowances contained in this Agreement, excepting Regional Office Allowance, Living Away (Meal) Allowance, Living Away from Home Allowance and On Call Allowance shall be reviewed in June in each year of the Agreement and shall be adjusted by a minimum percentage consistent with the percentage change in the Labour Price Index for the Public Sector across Australia for the preceding twelve months as measured from March to March by the Australian Bureau of Statistics (ABS) (Publication Number: 6345.0). Increases consistent with the Labour Price Index shall be operative from the beginning of the first full pay period to commence on or after 1 July in each year of the Agreement.

8.3 **Supply and Use of Motor Vehicles**

8.3.1 Employees are issued with a motor vehicle by the Society, which is available for personal use and is subject to the Society's Motor Vehicle Policy as varied from time to time.

8.3.2 Where management are considering changing the make or type of the vehicle supplied to Inspectors they will be consulted on this change particularly in respect to safety and functional issues that may be raised by them.

8.3.3 The make and type of vehicle supplied is at the sole discretion of the Society.

8.3.4 The Society will pay all taxes, insurance premiums, running costs, and maintenance and repair expenses associated with the running of the vehicle.

8.3.5 The employee's obligations with respect to the vehicle in addition to those specifically identified in the Motor Vehicle Policy are:

- to take good care of the vehicle and ensure that it is properly and responsibly maintained and serviced;
- to ensure that the provisions of any insurance policy relating to the vehicle are observed;
- not to fit any accessories to the vehicle without prior written approval from the Society;
- to pay all parking and traffic infringement penalties relating to use of the vehicle;
- to ensure that the vehicle is securely locked when left unattended and that any alarm system fitted to the vehicle is turned on;
- to ensure that the vehicle is properly secured at night;
- to ensure that the vehicle is kept clean, polished and in a condition which is a credit to the employee and the Society; and

- not to drive the vehicle if intoxicated through alcohol consumption or drug-taking.

8.4 **Regional Office Allowance**

Regional Inspectors who do not have access to an appropriate shelter will be entitled to a \$75 per week gross amount for the purpose of renting office space at their place of residence.

8.5 **Living Away (Meal) Allowance**

Employees are entitled to a reimbursement of expenses actually incurred up to \$55 per day for meals purchased while on business away from their regular place of duty or while performing authorised extended duty.

8.6 **Living Away from Home Allowance**

Employees are entitled to \$30 per day while living away from home in addition to the meal allowance. This allowance applies equally to Regional and Metropolitan Inspectors.

8.7 **Higher Duties**

A position will only be relieved when it is going to be vacant for a continuous period of five (5) days or more or as management directs. An employee who undertakes the duties of a position placed at a higher level in the Classification Structure shall be paid at the level of the position being relieved for the period of such absence.

8.8 **Employment Practices Liability Insurance**

Employees undertaking their lawful duties for the employer are protected against the costs associated with legal actions or civil suits taken against them. The Society has taken and will maintain employment practices liability insurance to ensure all associated costs which such actions are covered.

9. Payment of Employees

9.1 The Society shall pay employees employed pursuant to this Agreement by the fortnight.

9.2 The Society shall pay by direct credit to the employee's nominated account. The Society shall meet all charges ancillary to such payment.

9.3 The Society shall fix a regular day for the payment of employees. The Society may alter the pay day if there is prior agreement with the employees affected.

9.4 The Society shall be entitled to deduct from the employee's salary such amounts as the employee authorises in writing.

10. Expenses

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the Society upon receipt and approval of the relevant tax receipts. The method and mode of travelling and any other travelling arrangements shall be arranged mutually between the Society and the employee.

11. Hours of Work

11.1 Ordinary Hours

11.1.1 The ordinary hours of work shall not exceed an average of 76 per fortnight and may be worked by mutual agreement between the Society and the employee on any or all of the days of the week Monday to Friday between the hours of 7.00 am and 7.00 pm, with the exception of rostered weekend duty officers (refer subclause 11.1.4).

11.1.2 Standard hours of work will be 8:30 am to 4:30 pm unless specifically agreed with the respective Team Leader.

11.1.3 The arrangement of an employee's ordinary hours shall be subject to genuine and mutual agreement between the Society and the employee. The Society will not unreasonably withhold agreement to an employee's proposed arrangement of ordinary hours, however the Society must ensure roster arrangements provide for sufficient numbers of employees to attend to matters of priority and this and other legislative obligations will have a bearing on the Society's ability to agree to roster arrangements proposed by an employee.

11.1.4 Metropolitan Inspectors will receive two (2) days off in lieu in the week following a full (two day) weekend duty. Weekend duty performed after an employee has performed rostered weekend duty on five (occasions) within a

calendar year will be paid at overtime rates in accordance with subclause 11.5.

11.1.5 An employee's ordinary hours of work arrangement may be varied by mutual agreement.

11.2 **Meal Breaks**

Employees are entitled to and must take for OH&S reasons an unpaid meal break of not less than 30 minutes within five (5) hours of commencing work. The Society and employees will work together to ensure that the taking of breaks occurs at times that are mutually agreeable to all parties.

11.3 **On-Call and Call-Out Arrangements**

11.3.1 These provisions are only applicable to Inspectors based in Metropolitan Sydney.

11.3.2 Employees may be required to perform rostered overtime for on-call and call-out purposes. However, the parties acknowledge that while it is the intention that as much notice as possible is provided to Inspectors regarding rostered overtime, extenuating circumstances may arise where an Inspector may be asked to perform on-call duty for which they are not rostered.

11.3.3 Employees will be paid an on-call allowance of \$45 per day.

11.3.4 An Inspector must obtain approval from management prior to physically attending a call-out. Where an Inspector physically attends a call-out during an on-call period, the Society and employee will genuinely and mutually agree to time off in lieu credit or monetary compensation as per subclause 11.5 Overtime.

11.3.5 Where an Inspector physically attends a call-out during an on-call period, they shall receive a minimum of four (4) hour's pay at the appropriate rate or time off in lieu credit. Payment for a physical call-out will be in addition to the on-call allowance as per subclause 11.3.3.

11.4 **Time Off in Lieu**

11.4.1 These provisions are applicable only to Metropolitan Inspectors.

11.4.2 Where an employee is directed to work outside of ordinary hours by the Society, the employee may, by mutual agreement with the Society, take time off in lieu of overtime at a time or times agreed with the Society within three (3) months of the said election.

- (a) Work outside of ordinary hours taken as time off during ordinary hours shall be accrued at the penalty rate, that is time and a half for the first two hours and double time thereafter.

- (b) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the three (3) month period or on termination.
- (c) The maximum amount of time in lieu that can be accumulated is 38 hours.
- (d) The employee and the Society may reach agreement to the time off equal to the time accrued being taken in conjunction with annual or long service leave. The time in lieu taken in conjunction with annual leave will not attract the 17.5% annual leave loading.

11.5 Overtime

11.5.1 These provisions are only applicable to Inspectors based in Metropolitan Sydney.

11.5.2 The Society requires that all employees work reasonable overtime hours. Every employee is employed on the basis that they are available for extended hours work and will perform their fair share of overtime.

11.5.3 Where the Society directs an employee to work outside of ordinary hours the employee may elect to receive payment at overtime rates being time and a half for the first two hours and double time thereafter.

11.5.4 In computing overtime, each day's work shall stand alone.

11.5.5 Employees will receive payment at the rate of double time and one half for work performed on a public holiday as defined by this Agreement. Employees will be paid a minimum of four (4) hours for such work.

11.6 **Regional On-Call and Overtime Allowance**

11.6.1 These provisions are only applicable to Inspectors based in regional locations throughout the State.

11.6.2 Regional Inspectors will receive an allowance equivalent to twelve percent (12%) of their salary in lieu of the On-Call Allowance and payment for overtime. This allowance does not cover the overtime worked on Saturday or Sunday.

11.6.3 Regional Inspectors shall be entitled to accrue time off in lieu when they are working on Saturday or Sunday or on a public holiday.

12. Public Holidays

12.1 The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; Union Picnic Day; and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.

12.2 The Union Picnic Day will used as a team building day and will be taken in conjunction with the Inspectors Annual Conference.

12.3 Where any of the holidays prescribed by this Agreement fall on a day ordinarily worked by the employee, the employee shall not have a reduction in salary.

12.4 Where an employee is required to work ordinary hours on a holiday as prescribed by this Agreement, the employee shall be paid at the penalty rate of double time and one half for the time worked on the day. A minimum payment of four hours at the penalty rate shall be paid for each start.

12.5 Where the employee is absent from his or her employment on the working day before and the working day after a public holiday without reasonable excuse, or without the consent of the Society, the employee shall not be entitled to payment for such holiday.

13. Annual Leave

13.1 Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each 12 months service and, except

as provided for in sub-clause 13.2, shall be taken on its due date or as soon as is mutually convenient thereafter to the Society and the employee.

- 13.2 The Society may direct an employee to take annual leave by giving at least four weeks prior notification where the employee has accumulated in excess of eight weeks annual leave.
- 13.3 The Society shall pay each employee before the commencement of the employee's annual leave except where by agreement with the employee normal pay arrangement may be maintained during a period of annual leave or where the period is less than five (5) days.
- 13.4 On resignation or termination of employment, the Society shall pay to the employee any accrued untaken annual leave. In addition, the employee shall be paid annual leave on a proportionate basis being equal to one twelfth of the employee's ordinary weekly rate of pay for each completed week of service since their last anniversary. Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months. The amount payable shall be calculated according to the ordinary rate of pay applicable at the date of termination of service.
- 13.5 Where an employee receives a varying rate of pay for 6 months in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

14. Annual Leave Loading

- 14.1 Before an employee is given and takes an annual holiday or where, by agreement between the Society and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods the Society shall pay the employee a loading determined in accordance with this clause.
- 14.2 The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under this Agreement.
- 14.3 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under this Agreement (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked) or, where such holiday is given and taken in separate periods, then in relation to each such period.
- 14.4 The loading is the amount payable for the period or the separate period, as the case may be, stated in sub-clause 14.3, at the rate per week of 17.5 per cent of the appropriate ordinary-time weekly rate of pay prescribed by this Agreement for the Grade of the position in which the employee was employed immediately before commencing his/her annual holiday, but shall not include any working hours loading or other allowances prescribed by this Agreement.
- 14.5 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he or she would have become entitled under the *Annual Holidays Act* to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is calculated in accordance with sub-clause 14.4, applying the rate payable to the position of the employee on that day.
- 14.6 Where the Society determines to temporarily close down part or all of its activities for the purpose of giving an annual holiday or leave without pay to the employees concerned:-
- 14.6.1 An employee who is entitled under the Act to an annual holiday, and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause 14.4.
- 14.6.2 An employee who is not entitled to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable under this Agreement, such proportion of the loading that would have been payable to the employee under this clause if the employee became entitled to an annual holiday prior to the closedown as the qualifying period of employment in completed weeks bears to 52.
- 14.7 14.7.1 When the employment of an employee is terminated by the Society for a cause

other than misconduct, and at the time of termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with sub-clause 14.4 for the period not taken.

14.7.2 Except as provided by paragraph 14.7.1 no loading is payable on the termination of an employee's employment.

15. Long Service Leave

15.1 Long service leave shall accrue on the following basis for employees:

Length of Service	Entitlement
After 5 years service	4.3 weeks
For every completed period of five years service thereafter	4.3 weeks

15.2 Where an employee has completed more than five years service with the Society and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and the Society shall pay an amount equivalent to such long service leave, less such leave already taken, computed in accordance with the tables in sub-clauses 15.1.

15.3 An employee who has completed more than five years service with the Society may take long service leave for any period to which they are entitled by agreement with the employee's manager.

15.4 Provisions not included in this Agreement shall be drawn from the *Long Service Leave Act 1955* or any variation of that *Act*.

16. Sick Leave

16.1 If an employee is absent from work, except on account of illness, a proportionate deduction shall be made from the salary of the employee for the time lost.

16.2 Employees who are unable, due to sickness, to attend for work shall be entitled during each year of service to the amount of sick leave as prescribed in sub-clause 16.3, subject to the following conditions:

16.2.1 The Society shall be satisfied that the sickness is such that it justifies the time off, and

16.2.2 That the illness or injury does not arise from engaging in other employment, and

16.2.3 That the proof of illness to justify payment may be required after two (2) days absence, or after two (2) separate periods in each service year, and

- 16.2.4 When requested, proof of illness (which shall include certification from a qualified medical/health practitioner, registered with the appropriate government authority) shall indicate the employee's inability to undertake their normal duties.
- 16.3 The Society shall not be liable to pay an employee for absence due to illness for more than that prescribed in the following schedule:
- 15.3.1 After 3 months continuous service- 1 days' pay.
 - 15.3.2 After 4 months completed service- 2 days' pay.
 - 15.3.3 After 6 months completed service- 3 days' pay.
 - 15.3.4 After 8 months completed service- 4 days' pay.
 - 15.3.5 After 10 months completed service- 5 days' pay.
 - 15.3.6 During the second year of service- 8 days' pay.
 - 15.3.7 During the third and subsequent years of service- 10 days' pay.
- 16.4 Service with the Society before the date of approval of this Agreement shall be taken into account in determining entitlements in sub-clause 16.3.
- 16.5 An employee who has been employed for three months and who has taken sick leave in that period shall be paid for such absence at the end of the said three months in accordance with the scale at sub-clause 16.3.
- 16.6 The Society may require staff to attend a doctor nominated by the Society at the Society's cost.
- 16.7 Sick leave shall accumulate from year to year so that the balance of the entitlement to sick leave not taken in any one year of service may be taken in a subsequent year or years.
- 16.8 **Christmas Bonus**
- 16.8.1 Each full time and part-time employee shall be entitled to receive in the last pay period of every calendar year a bonus.
 - 16.8.2 The bonus is calculated on the number of day's sick leave, which have not been taken in the calendar year.
 - 16.8.3 The employee will be entitled to be paid the equivalent of twenty-five (25) percent of any sick leave, which they have not used during the last calendar year.

16.8.4 Therefore, if an employee has not used any of their sick leave, and they were entitled to eight (8) days leave, they would receive 2 days pay as a Christmas bonus.

16.8.5 This bonus will have no effect on sick leave accrual and shall not be used as a counselling or performance management tool.

17. Personal Carer's Leave

17.1 Use of sick leave: an employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 16.3 who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 15 Sick Leave of this Agreement, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

17.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned, and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

17.3 The entitlement to use sick leave in accordance with this subclause is subject to:

17.3.1 the employee being responsible for the care of the person concerned; and

17.3.2 the person concerned being:

- (a) a spouse of the employee; or
- (b) a defacto spouse who, in relation to the person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster or step sibling) of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

1) "relative" means a person related by blood, marriage or affinity;

- 2) “affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and
- 3) “household’ means a family group living in the same domestic dwelling.

17.4 An employee shall, wherever practicable, give the Society notice prior to the absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Society by telephone of such absence at the first opportunity on the day of absence.

17.5 Time off in Lieu of Payment for Overtime: An employee may, with the consent of the Society, elect to take time off in lieu accumulated in accordance with the provisions of this Agreement for the purpose of providing care and support for a person in accordance with subclause 17.3.

17.6 Makeup: An employee may elect, with the consent of the Society, to work “make-up time”, under which the employee takes time off during ordinary hours and works those hours at a later time, within the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause 17.3.

17.7 Annual Leave and Leave Without Pay: An employee may elect, with the consent of the Society, to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause 17.3. Such leave shall be taken in accordance with clause 13 Annual Leave and clause 20 Leave Without Pay of this Agreement.

18. Parental Leave

Parental leave covers maternity leave, paternity leave and adoption leave and applies to full time and part-time employees who have had at least twelve months continuous service with the Society. The entitlement is to a total of 52 weeks of unpaid parental leave in connection with the birth or adoption of a child. This leave does not extend beyond 1 year after the child is born or adopted.

18.1 Maternity Leave

18.1.1 Maternity leave shall mean leave taken by a female employee in connection with the pregnancy and/or birth of a child of the employee.

- 18.1.2 All full time and part-time female employees who have had at least 12 months continuous service with the Society are eligible for up to 52 weeks unpaid maternity leave.
- 18.1.3 All full time and part-time female employees who have had 2 years continuous service with the Society immediately prior to the commencement of the period of maternity leave are entitled to paid maternity leave consisting of a period of four (4) weeks paid leave on commencement of maternity leave and two (2) weeks pay which the employee will receive four (4) weeks after returning to work.
- 18.1.4 The employee may choose to commence paid maternity leave before the expected date of the birth.

- 18.1.5 Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave, subject to the Society's approval, provided that the total period of leave does not exceed 52 weeks.
- 18.1.6 The period of paid maternity leave is taken into account in calculating the employee's long service leave, annual leave and sick leave accruals.
- 18.1.7 Payment for the period of paid maternity leave will be based on the ordinary rate of pay for the employee applicable immediately prior to the commencement of the period of leave. Part-time employees will be paid a proportionate rate based on the regular number of hours they work.
- 18.1.8 Paid maternity leave shall be exclusive of public holidays.
- 18.1.9 The pregnant employee prior to taking maternity leave must:-
- (a) Provide the Society with certification of the expected date of birth at least ten (10) weeks before the child is due.
 - (b) Advise the Society in writing of her intention to take paid maternity leave and the proposed starting date at least four (4) weeks prior to that date.
 - (c) Provide the Society, where applicable, with a statutory declaration stating the period of any paternity leave sought or taken by her spouse.
 - (d) Advise their Team Leader of their estimated date of return to work and confirm their intention to return by written notification at least 14 days prior to returning.

18.1.10 Where the employee has chosen to take a period of leave shorter than the maximum allowable period they may extend the period by giving the Society 14 days notice of such extension. Alternatively the employee may shorten the period of leave with the agreement of the Society and by giving the Society notice in writing of the shortened period at least 14 days before the leave is to come to an end.

18.1.11 Employees returning to work after a period of maternity leave are able to return to their former positions or, if for some reason this position no longer exists, the employee will be given a position as close as possible in status and remuneration to their previous position.

18.2 **Special Maternity Leave and Sick Leave**

Where the pregnancy of an employee terminates before the expected date of birth (other than the birth of a living child), or suffers illness related to her pregnancy and is not on maternity leave, the employee is entitled to sick leave, or where the sick leave entitlement is exhausted, leave without pay for the period certified as necessary by a medical practitioner.

18.3 **Paternity Leave**

Paternity leave is leave taken by a male employee in connection with the birth of a child of the employee or of the employee's spouse. Male employees may take up to one (1) week of leave at the time of the birth of the child or other termination of pregnancy. This leave can be taken from the employee's annual leave or long service leave accrual or as leave without pay.

18.4 **Extended Paternity Leave**

Male employees may take extended paternity leave where they assume the principle role of providing care and attention to the child. Male employees are not entitled to extended paternity leave while their spouse is on maternity leave. In order to access extended paternity leave the male employee must provide a statutory declaration which states the period of any maternity leave sought or taken by his spouse and that he is seeking the period of extended paternity leave to become the primary care-giver of the child. The notification periods and process for extended paternity leave are the same as those which apply to maternity leave.

18.5 **Adoption Leave**

Adoption leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of 5 years (other than a child who has previously lived continuously with the employee for a period of at least 6 months or who is a child or step-child of the employee or the employee's spouse). Adoption leave can be taken from the employee's annual leave or long service leave accrual or as leave without pay and can take one of the following forms:-

18.5.1 **Short Adoption Leave**

An unbroken period of up to 3 weeks at the time of placement of the child of the employee.

18.5.2 **Extended Adoption Leave**

A further unbroken period in order to be the primary care-giver of the child. An employee is not entitled to take extended adoption leave at the same time as his or her spouse is on parental leave.

18.5.3 **Special Adoption Leave**

An employee who is seeking to adopt a child is entitled to up to 2 days unpaid leave if the employee requires leave to attend compulsory interviews or examinations as part of the adoption procedure.

18.5.4 The notification periods and process for extended adoption leave are the same as those which apply to maternity leave.

19. Other Paid Leave

19.1 Jury Service Leave

A employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the Society an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

An employee shall notify the Society as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give the Society proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

19.2 Bereavement Leave

Where an employee is absent from duty because of the death of a person in accordance with paragraphs 19.2.1 to 19.2.6 below and provides satisfactory evidence to the Society of such, the employee shall be granted two days leave with pay upon application.

Persons in respect to whom bereavement leave may be claimed shall include:

19.2.1 a spouse of the employee, or

19.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person in a bona fide domestic basis although not legally married to that person, or

19.2.3 a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including foster, step parents and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee, or

19.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fides domestic basis; or

19.2.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph;

(a) "relative" means a person related by blood, marriage or affinity;

(b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

(c) "household" means a family group living in the same domestic dwelling.

19.2.6 other relatives with whom an affinity is held at the sole discretion of management.

19.3 Animal Compassionate Leave

19.3.1 An employee with more than twelve months service with the Society shall be entitled to take their sick leave accrual as compassionate leave in order to care for a sick animal that is the employee's personal pet.

19.3.2 Compassionate leave taken in order to care for a sick animal shall be deducted from the employee's sick leave entitlement.

19.3.3 An employee shall be entitled to a maximum of five (5) days per year in order to care for a sick animal.

19.3.4 An employee shall be also entitled two days animal compassionate leave in the case of the death of the employee's personal pet.

19.3.5 Management reserve the discretionary right to require evidence of the illness or injury of the animal.

19.4 Special Leave

19.4.1 Employees who serve in the Rural Fire Service or the State Emergency Service and who are required to attend fires or emergencies during ordinary working hours shall receive the rate of pay as if they had been at work on that day.

19.4.2 Management reserve the sole discretion to allow special leave to employees required to perform other emergency voluntary work.

19.4.3 An employee who is engaged in such voluntary service and is required to attend a fire or emergency shall notify the Society of the absence from work and the expected duration of such absence as soon as is practicable.

19.5 Natural Disaster Leave

19.5.1 Where an employee is prevented from attending work as a result of natural disaster the employee shall receive the rate of pay as if they had been at work on that day.

19.5.2 The approval of payment for such absences shall be at the sole discretion of management.

19.6 Military Reserve Leave

19.6.1 Where an employee is a member of the Australian Defence Force (ADF) Reserve and is required for service, paid leave for such service will be available to a maximum of two (2) weeks in each calendar year.

19.6.2 An employee required to for service in the ADF will provide the Society with at least four (4) weeks notice of intention to take such leave.

19.6.3 Military Reserve Leave will be in addition to all other forms of leave prescribed by this Agreement.

19.7 Trade Union Training Leave

The Society shall provide up to a maximum total of three (3) days paid leave per calendar year for an employee(s) to attend training sponsored by the union and conducted by or with the support of the Trade Union Training Australia Inc. The Society shall also provide an additional total of two (2) days leave without pay per calendar year to attend such training. The paid and unpaid leave available as detailed above shall be irrespective of the number of employees who attend the union training.

20. Leave Without Pay

20.1 Periods of leave without pay, shall be taken at a time mutually convenient to the Society and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.

20.2 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

21. Part-Time Employment

21.1 A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with clause 11 Hours of Work of this Agreement.

21.2 Prior to commencing part-time work the Society and the employee shall agree upon the conditions under which the work is to be performed including:

21.2.1 The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.

21.2.2 The nature of the work to be performed.

21.2.3 The rate of pay as paid in accordance with this Agreement.

21.3 The conditions may also stipulate the period of part-time employment.

21.4 The conditions may be varied by consent.

21.5 The conditions or any variation to them must be in writing and retained by the Society. A copy of the conditions and any variations to them must be provided to the employee by the Society.

21.6 A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours in excess of the ordinary hours as prescribed in clause 11 Hours of Work of this Agreement, the overtime provisions shall apply.

- 21.7 Part-time employees shall receive all conditions prescribed by the Agreement on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 21.8 Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- 21.9 A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

22. Uniform

- 22.1 Suitable uniforms of good quality as approved by the Society shall be provided to all employees.

22.2 Inspector's Uniform

22.2.1 Initial Issue

Inspectors shall at the commencement of employment be issued with the following items of uniform:-

- trousers;
- shirts; and
- belt.

22.2.2 Annual Supply

At the completion of each year of service with the Society employees will be issued with additional pairs of trousers and shirts.

22.3 Condemnation

Except for the annual issue of socks, all items of uniform will be replaced on condemnation only.

- 22.4 The uniforms will be maintained in a clean and tidy manner by employees at all times.

22.5 Interruption to Supply

Should there be an interruption to the supply of any item of uniform specified in this clause, due to circumstances beyond the control of the Society the employees affected will be notified of the particular problem and the anticipated date of supply.

- 22.5 Where an employee's employment is terminated with the Society then all issued uniform must be returned to the Society. Where an item of uniform is not returned to the Society shall have the right to deduct from any termination payment the cost associated with such item.

23. Grievance and Dispute Procedures

- 23.1 Nothing in this procedure shall be interpreted so as to limit the right of an employee to seek support or representation at any stage of the procedure. Representation may include the employee's union delegate or official.
- 23.2 Representatives, or support people, have the right to reasonable access to and time with an aggrieved employee consistent with the Society's Grievance Policy and Procedure.
- 23.3 A grievance or dispute shall be dealt with as follows:
- 23.3.1 The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.
- 23.3.2 A meeting shall be held between the employee(s) and the relevant supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
- 23.3.3 If the matter remains unresolved, the employee(s) may request the matter be referred to the manager for discussion. A further meeting between all parties shall be held as soon as practicable.
- 23.3.4 If the matter remains unresolved the manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
- 23.4 During this procedure and while the matter is in the course of negotiation the work practices existing prior to the dispute shall as far as practicable proceed as normal.

24. Consultative Arrangements

- 24.1 The parties to this Agreement recognise the benefit of discussing matters that affect the conditions of employment with the Inspectors prior to their implementation.
- 24.2 Where required representatives of Inspectors may be selected for the purpose of negotiating on specific issues.

24.3 Management, including Team Leaders will meet regularly with Inspectors to ensure they are consulted on matters related to their work and conditions of employment.

25. Notice of Termination

- 25.1 An employee shall give to the Society a minimum of one weeks' notice of their intention to terminate their employment. If no such notice is provided, the Society shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Agreement.

- 25.2 The Society and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.

- 25.3 The Society shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 1 year	At least 1 week
1 year and less than 3 years	At least 2 weeks
3 years and less than 5 years	At least 3 weeks
5 years and beyond	At least 4 weeks

- 25.4 An Inspector over the age of forty-five years with at least two (2) years' continuous service will receive one week's notice additional to the noticed provided in sub-clause 25.3.

- 25.5 The provisions of this clause shall be read subject to the provisions of clause 24 Workplace Change and Redundancy, of this Agreement.

26. Workplace Change and Redundancy

26.1 The Society's Duty to Notify

- 26.1.1 Where the Society has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on staff, the Society shall notify the staff who may be affected by the proposed changes and the union to which they belong.

- 26.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Society's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of staff to other work or locations and the restructuring of jobs.

Provided that where this Agreement makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

26.2 The Society's Duty to Discuss Change

26.2.1 The Society shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraphs 26.1.1 and 26.1.2, what effects the changes are likely to have and the measures to avert or mitigate the adverse changes on employee(s) and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes and may reconsider its original decision.

26.2.2 The discussion shall commence as early as practicable after a definite decision has been made by the Society to make the changes referred to in paragraphs 26.1.1 and 26.1.2.

26.2.3 For the purposes of the discussion, the Society shall provide to the employee(s) concerned and the union all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employee(s) and any other matters likely to affect employee(s).

26.3 Discussion Before Termination

26.3.1 Where the Society has made a definite decision the Society no longer wishes the job the employee has been doing done by anyone pursuant to paragraphs 26.1.1 and 26.1.2 and that decision may lead to the termination of employment, the Society shall hold discussions with the employee directly affected and with the union to which they belong.

26.3.2 The discussion shall take place as soon as it is practicable after the Society has made a definite decision which will invoke the provision of paragraph 26.3.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse affect on the employee may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.

26.3.3 For the purposes of the discussion, the Society shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally

employed and the period over which the terminations are likely to be carried out. Provided that the Society shall not be required to disclose confidential information the disclosure of which would adversely affect the Society.

26.4 Severance Pay

26.4.1 This subclause shall apply where an employee is terminated due to redundancy. The Society shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the Society's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

26.4.2 In addition to any required period of notice the employee shall be entitled to the following;

COMPLETED YEARS OF SERVICE WITH THE SOCIETY	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	18 weeks pay
6 years and thereafter	20 weeks pay

26.4.3 An Inspector over the age of forty-five years with at least two (2) years' continuous service will receive two week's additional pay to the entitlement provided in paragraph 26.4.3.

26.5 An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the Society's employment until the expiry of the notice period.

26.6 During a period of notice of termination given by the Society, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the Society the employee shall provide proof of attendance at an interview.

26.7 If the employee agrees to be redeployed by the Society into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Agreement. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.

26.8 The Society shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.

26.9 The Society shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.

26.10 In the event that the Society determines that a position is redundant, the Society where practicable, shall firstly offer such redundancy on a voluntary basis.

26.11 Subject to an application by the Society and further order of the Industrial Relations Commission of New South Wales, the Society may pay a lesser amount (or no amount) of severance pay than that contained in 26.4.2 above if the Society obtains acceptable alternative employment for an employee.

26.12 Nothing in this clause shall restrict an employee with ten years service or more and the Society from agreeing to further severance payments.

27. Renegotiation of the Agreement

The parties to this Agreement shall meet to renegotiate the provisions contained herein three (3) months prior to the date of its cessation. Should there be no agreement between the parties the existing provisions shall remain in force until rescinded by either party or by the making of a new enterprise agreement.

SIGNED on behalf of the ROYAL)
SOCIETY FOR THE PREVENTION))
OF CRUELTY TO ANIMALS NSW))
INC.)
in the presence of) Chief Executive Officer

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Witness

SIGNED on behalf of the)
AUSTRALIAN LIQUOR, HOSPITALITY))
AND MISCELLANEOUS WORKERS'))
UNION, NEW SOUTH WALES BRANCH))
in the presence of)
Secretary

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