

**AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

*Workplace Relations Act 1996*

s.170LJ - Agreement with organisations of employees (Division 2)

**Royal Society For Prevention Of Cruelty To Animals (Victoria) Incorporated**

and

**National Union of Workers**

and

**Australian Municipal, Administrative, Clerical and Services Union**

and

**Liquor, Hospitality and Miscellaneous Union  
(AG2006/4451)**

**wgnetstart\_docassoc\_0ROYAL SOCIETY FOR THE PREVENTION OF  
CRUELTY TO ANIMALS  
VICTORIA INC. CERTIFIED AGREEMENT 2006**

Industries not otherwise assigned

COMMISSIONER LEWIN

MELBOURNE, 11 APRIL 2006

**DECISION**

[1] This is an application for the certification of an agreement made pursuant to the provisions of s.170LJ of Division 2, Part VIB of the Workplace Relations Act 1996, between the Royal Society For Prevention Of Cruelty To Animals (Victoria) Incorporated and the National Union of Workers and the Australian Municipal, Administrative, Clerical and Services Union and the Liquor, Hospitality and Miscellaneous Union.

[2] My consideration of the application is pursuant to clause 31 of Part 8 of Schedule 7 of the Workplace Relations Act 1996.

[3] The application is made pursuant to s.170LM of the Act.

[4] The nature of the agreement is as required by s.170LI of the Act.

[5] I have considered the terms of the agreement and I am satisfied that the agreement meets the no disadvantage test as prescribed in s.170XA of the Act.

[6] There are no terms in the agreement which would require the Commission to refuse to certify the agreement for the reasons set out in s.170LU of the Act.

[7] I am also satisfied that the terms of the agreement have been genuinely approved by a valid majority of persons whose employment will be subject to the agreement.

[8] Further, I am satisfied that the terms of the agreement were explained to those persons in appropriate ways, having regard to the particular circumstances and needs of those persons.

[9] Moreover, the employer took reasonable steps to ensure that at least 14 days prior to the approval of the terms of the agreement by the persons concerned those persons had ready access to the agreement in writing.

[10] The agreement contains procedures for preventing and settling disputes between the employer and the employees about matters arising under the agreement.

[11] The period of operation of the agreement is specified in clause 2.3 and its nominal expiry date is 4 March 2008.

#### **CERTIFICATION OF AGREEMENT**

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement between the Royal Society For Prevention Of Cruelty To Animals (Victoria) Incorporated and the National Union of Workers and the Australian Municipal, Administrative, Clerical and Services Union and the Liquor, Hospitality and Miscellaneous Union in this matter.

This order of certification shall come into force on 11 April 2006 and remains in force until 4 March 2008.

BY THE COMMISSION:

COMMISSIONER

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#### **Title of Agreement**

This Agreement shall be known as the Royal Society for the Prevention of Cruelty to Animals Victoria Inc. Certified Agreement 2006.

#### **Arrangement**

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## **1. The RSPCA Victoria Inc. Commitment**

### **1.1 Values and Goals**

The parties are committed to the achievements of the RSPCA Victoria Inc. goals through the Business Planning process for each area. Staff will be involved in the development of each area's goals.

The parties recognise the importance of the RSPCA Victoria Inc. values that have been developed and incorporated in the core capability framework and out 'Standards of Behaviour'. These values are:

#### Accountability

Preparedness to be held accountable for plans, actions and outcomes

#### Professionalism

Behaviour and standards that set the benchmarks for other organisations

#### Integrity

Soundness of judgement and honesty in everything we do

#### Openness

Transparency in our actions, decisions and results to all stakeholders

#### Creativity

Willingness to review current operations and implement new and innovative approaches that assist in achieving our overall objectives.

### **1.2 Aims and Objectives of the Agreement**

1.2.1. To gain a commitment from the RSPCA Victoria Inc., its staff and the unions that a strategy of continuous improvement will be pursued with a view to the achievement of excellent practice in all areas, particularly in service delivery to our client (including both animals and their owners) donors and bequestors.

1.2.2 To ensure a sustainable organisation and the achievement of excellent business practice and to ensure that all business areas operate on the basis of sound business management.

1.2.3 To foster an organisational culture which ensures the achievement of RSPCA Victoria Inc.'s strategic plans by supporting changes to current work practices that enhance productivity and flexibility.

1.2.4 To implement core competitive terms and conditions of employment for staff and establish rewards that recognise improved performance, productivity and skills enhancement leading to career

opportunities.

1.2.5 To improve morale through trust, participation, understanding and good communication.

1.2.6 To give rewards and recognition to the workforce, including the provision of training and development of skills.

## **2. Partnership**

### **2.1 Equal Employment Opportunity**

2.1.1 RSPCA Victoria Inc. wants to ensure that we are making the most of everybody's skills, knowledge and potential. Our mutual aim is to ensure all employees feel motivated to continue to provide high quality service. All employees must be given equal opportunity to demonstrate their abilities and potential.

2.1.2 RSPCA Victoria Inc. is committed to providing a safe and productive environment that promotes and enhances the quality of work life. RSPCA Victoria Inc. will strive to identify and eliminate all direct and indirect discriminatory practices so as to maintain a workplace free of harassment and discrimination

2.1.3 RSPCA Victoria Inc. will ensure communication of equal employment opportunity policy, guidelines and expected standards to all employees both paid and unpaid.

### **wgnetstart\_docassoc\_12.2 Parties Bound**

This Agreement shall be binding on:

RSPCA Victoria Inc. as the employer; and

2.2.1 All fortnightly paid staff 2.2.2 The Australian Services Union

2.2.3 The Australian Liquor Hospitality Workers Union

2.2.4 The National Union of Workers

This Agreement shall be read and interpreted in conjunction with the following Awards as constituted at 4<sup>th</sup> March 2006: Veterinary Assistants and Animal Attendants (Victoria) Interim Award 2000, Clerical and Administrative Employees (Victoria) Award 1999, Commercial Sales (Victoria) Award 1999, Transport Workers (Mixed Industries) Award 2002.

Where there is any inconsistency between this Agreement and the Awards, this Agreement shall prevail to the extent of the inconsistency.

### **2.3 Duration / Date and Period of Operation**

2.3.1 This Agreement shall commence on the 4<sup>th</sup> March 2006 and shall remain in force for a period of two years.

2.3.2 Negotiations for a new Agreement shall commence a minimum of three months prior to the expiration of this Agreement

### **2.4 Prevention and Resolution of Disputes**

In all matters of dispute the parties agree to discuss the issues and endeavour to reach an agreed solution.

In the first instance it is accepted that the people directly involved should, where possible, deal with the issue.

Any issue which concerns an employee's "Terms and Conditions of Employment" should be initially discussed by the immediate, supervisor with the employee.

If the matter is not settled to the employee's satisfaction within two working days then the employee may refer the matter to the relevant line Manager.

If the matter is still not settled to the employee's satisfaction within a further period of two working days the staff member may refer the matter to the Department Executive Manager.

If the matter remains unresolved after a further period of five working days the relevant Executive Manager will refer the matter to the Chief Executive Officer.

The relevant parties may agree to a different time frame where the issue requires additional time at any stage for investigation or discussion.

Either party may request the involvement of either union officials or an independent conciliator at any stage of this process where it is believed that this will assist in the resolution of the issue.

If the matter is still not settled it shall be submitted to a member of the Australian Industrial Relations Commission for conciliation and if necessary arbitration, and whose decision shall, subject to any rights of appeal, be final and will be accepted by the parties.

Until the matter is determined, status quo will prevail.

## **2.5 Introduction of Change**

"Where the RSPCA Victoria Inc. has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely "to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the relevant union

"Significant effects" include the termination of employment, major changes in the composition, operation or size of the RSPCA Victoria Inc.'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 employees to other work or locations and the restructuring of jobs provided that where the Award or this Agreement makes provision for alteration of any matters referred to herein an alteration shall be deemed not to have significant effect.

The employer shall discuss with the employees affected and the relevant Union "inter alia" the introduction of the changes referred to above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the relevant Union in relation to changes

The discussion shall commence as early as practicable after a definite decision has been made by the employer to make changes that have significant effects.

For the purposes of such discussion, the RSPCA Victoria Inc. shall provide in writing to the employees concerned and the relevant Union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that RSPCA Victoria Inc. shall not be required to disclose confidential information, the disclosure of which would be unfavorable to the RSPCA Victoria Inc's interests.

## **2.6 Contracting Out**

In order to promote job security of relevant employees, where the RSPCA Victoria Inc. has made a decision to contract out a service they will advise the employees and relevant unions as per the introduction of change clause.

## **2.7 Right of Entry**

In order to facilitate the operation of this agreement and/or to ensure its' observance an authorised representative is entitled to enter at all reasonable times upon the premises and to interview any employee, but not so as to interfere unreasonably with the employer's business.

## **2.8 Delegates**

The RSPCA Victoria Inc. recognises the union delegates who are elected by the employees as the on-site representative of the union

### **2.8.1. Introduction of new employees**

Union delegates will be given adequate paid time to meet with new employees for the purpose of introducing and explaining this agreement. Except where otherwise agreed, this will occur at the induction of new employees.

### **2.8.2 Delegates on site business**

Delegates will be allowed, subject to prior notification of their supervisor, reasonable paid time to discuss matters in connection with this agreement or the employment conditions of the employees. Delegates shall have reasonable access to resources to perform their role, including a meeting area, telephone and fax machine.

### **2.8.3 Delegates off site business**

In addition, delegates will be allowed reasonable time off the site on union business without loss of ordinary pay by prior agreement with the employer. This agreement will not be unreasonably withheld.

## **2.10 Union Meetings**

Workers will be given reasonable time to attend union meetings held to consider and discuss matters relating to this agreement. Except where otherwise agreed RSPCA Victoria Inc. must be given 24 hours notice if meetings held shall impact on the delivery of service.

## **3. Good Practices**

### **3.1 Competitive Business Practices**

RSPCA Victoria Inc. is committed to competitive business practices and management. This will be reflected in areas business plans and individual performance plans.

Business plans and individual performance plans will also assist the areas to ensure that the services being delivered are both competitive and of an excellent standard.

Every area, will develop its own business plan incorporating individual performance plans. This process will be continued on an on-going basis as part of RSPCA Victoria Inc. business planning mechanisms. RSPCA Victoria Inc. will provide support in this process. It is envisaged that every staff member will be

covered by performance plans.

Business plans will be developed in line with the RSPCA Victoria Inc.- strategic plan and policy framework with the involvement of staff and will include the following:

- \* description of the service
- \* identification of service requirements
- \* review of workflow arrangements
- \* performance and target setting
- \* financial analysis to assess area costs
- \* continuous improvement processes
- \* evaluation and monitoring methods
- \* agreed key result areas and performance indicators

The activities of every area will be pursued in accordance with RSPCA Victoria Inc's values.

Business plans will identify service delivery needs and continuous improvement opportunities and will address workplace flexibility and other solutions to achieve excellent practice for the benefit the RSPCA Victoria Inc. community.'

The development of business plans will provide the means by which further workplace efficiencies and productivity improvements will occur.

A key component of the business plan will be to identify methods to achieve excellent service delivery. This will ensure that work practices and levels of service are focussed to meet the needs of the service users.

As part of business plan development, each work area shall participate in a review of the methods of work to ensure effective and efficient working arrangements are developed.

The review of working arrangements will consider a range of issues that would include, but not be limited to:

- \* job and work design e.g. multi-skilling
- \* hours flexibility e.g. hours of work, rostered days off
- \* efficient utilisation of resources (including human, technical and equipment)
- \* benchmarking
- \* identifying opportunities to enhance service
- \* adopting continuous improvement processes
- \* eliminating waste and duplication of effort
- \* performance and target setting

Should the business planning process identify the need for working arrangements outside of those currently in place the relevant Clause(s) in the Award(s) will be utilised to implement the new arrangements.

### **3.2 Performance Plans**

Working collaboratively, units will develop business plans, which will be relevant, measurable and understood. These plans will be based on objectives consistent with the RSPCA Victoria Inc. strategic plan and the achievement of agreed performance indicators.

Agreed individual performance plans that are linked to the business plan,- will be established which have agreed goals and targets that are set to ensure clear goals, objectives, expectations and standards of performance.

These goals and targets will not just focus on output but also on the way we do things that reflect the organisations values. Particularly specific performance indicators directed towards the achievement of excellent customer service delivery and good practice.

### **3.3 Staff Review and Development**

The importance of providing opportunities for feedback is critical to organisational and employee development. RSPCA Victoria Inc. is committed to a management culture, which recognises the right of staff to continual performance feedback on a formal and informal basis.

Staff will participate in formal staff review and development framework in October of each year. This will ensure the regular review and assessment of performance and to provide constructive feedback on employee performance. This process will facilitate individual and organisational learning, through development opportunities.

The parties agree that staff will actively participate in the performance review process. Clearly defined and agreed objectives will be integral to the review process which will recognise achievements against goals, performance standards and targets, review and recognise demonstrated capabilities. Performance indicators/measures are a key component of assessment and employees will be fully consulted on performance indicators.

All performance reviews will have a second level of management review process.

### **3.4 Health Management**

The RSPCA Victoria Inc. is committed to preventing illness and injuries in the workplace, by providing a safe and healthy work environment for all employees.

The health, safety and welfare of employees is of the utmost importance in the planning and undertaking of activities. RSPCA Victoria Inc. will be constantly active in ensuring a safe working environment.

The parties are committed to continuously improving Occupational Health and Safety policies, procedures- and practices through the Occupational Health and Safety committee.

The parties agree that injuries to employees:

- \* Can be traumatic for the injured worker and his or her family;
- \* Increase the cost of workers compensation premiums; and
- \* Have a financial impact on the cost of services provided by the RSPCA-Victoria Inc.

The goal of the parties is to enhance the organisational culture by contributing to improved safety standards and to demonstrate a strong commitment in exercising duty of care for employees, supported by:

- \* Occupational Health and Safety policies, procedures and practices that ensure the safety of all employees;
- \* Minimise the incidence of all work place injuries and the amount of time lost through injury;
- \* Encourage return to work through rehabilitation programs in accordance with relevant legislation and RSPCA Victoria Inc. policies.
- \* Recognise the need for and importance of competent and trained Return to Work Coordinators to maintain effective communication between all parties.

### **3.5 General Conditions**

### 3.5.1 Leave

The following leave entitlements relate to full-time employees. Part-time employees are eligible for these entitlements on a pro-rata basis. In all cases leave entitlements are 7.6 hours per day or 38 hours per week.

### 3.5.2 Public Holidays

Full time and Part time employees are entitled to the following public holidays without loss of pay:

- \* New Years Day
- \* Good Friday
- \* Easter Saturday
- \* Easter Monday
- \* Christmas Day
- \* Boxing Day
- \* Australia Day
- \* Anzac Day
- \* Queen's Birthday
- \* Labour Day
- \* Melbourne Cup Day (subject to clause 3.5.2.1.)

In acknowledgment of our diverse workforce, staff who wish to exchange die Christian holidays for their own religious holiday may do so with approval of their line manager to ensure it meets the needs of the area.

3.5.2.1 In Regional Shelters the line manager and employee may agree to substitute another regional holiday for the Melbourne Cup Day holiday.

### 3.5.3 Annual Leave

Full time employees will be entitled to four weeks paid annual leave per annum, accruing on a pro-rata basis and to be taken at a mutually agreed time or times. Leave should however be taken within 12 months of it falling due. The employee shall receive a loading of 17.5%, calculated on their appropriate rate of pay.

### 3.5.4 Personal Leave

Personal leave is paid leave granted to a staff member to attend to personal incidents of an unexpected nature, including bereavement leave

On commencement with RSPCA Victoria Inc., a staff member is entitled to six days paid personal leave. An additional six days paid personal leave is accrued for each twelve months subsequent service with RSPCA Victoria Inc., provided that a maximum of twelve days only may be accumulated but will not be paid out on termination.

RSPCA Victoria Inc. may require staff to provide evidence for any such absences.

### 3.5.5 Sick Leave

Full time employees will be entitled to paid sick leave, not exceeding 10 days per year of accrued sick leave. Sick leave is accumulated on a pro-rata basis in the first year. Payment for sick leave may require the employee to provide a medical certificate or statutory declaration before sick leave is paid. Sick leave

entitlements are cumulative and will not be paid out on termination.

### 3.5.6 Long Service Leave

As of the 4<sup>th</sup> March 2004, Long Service Leave shall start to accrue on the following basis for employees:

Length of service	Entitlement
After 10 years of service	12 weeks
For every completed period of five years service thereafter	6 weeks

As of 4<sup>th</sup> March 2006 Long Service Leave shall start to accrue on the following basis for employees:

Length of service	Entitlement
After 10 years of service	13 weeks
After 10 years service thereafter	1.3 weeks for each year of service.

The new accrual of LSL shall not have retrospective entitlements to accrued LSL prior to the date of ratification of this Agreement.

Provisions not included in this Agreement shall be drawn from the Long Service Leave Act 1992 or any variation of that Act

### 3.5.7 Maternity Leave

A female staff member, who produces to the RSPCA Victoria Inc. a certificate of a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery, shall be granted maternity leave on full pay for a period of twelve weeks, provided that:

3.5.7.1 she shall have a total of one year's continuous service prior to commencing the period of maternity leave.

3.5.7.2. the period of twelve weeks leave may commence six weeks prior to the expected date of delivery and conclude no later than twelve weeks after the actual date of delivery. If the birth occurs more than six weeks prior to the expected date of delivery, the period of twelve weeks' leave shall commence from the, actual date on which she first proceeds on paid maternity leave.

Any public or other statutory holiday which may fall within the period of twelve weeks' paid maternity leave shall be counted as a day of such maternity leave.

Where the pregnancy of a staff member terminates earlier than twenty weeks prior to the expected date of delivery, her entitlement to any leave under this clause shall cease. In the instances of early termination sick leave/personal leave will apply.

Absence on paid maternity leave shall count as service for annual leave and long service leave purposes. Other paid leave shall only be taken at the beginning or end of maternity leave but not during the unpaid part of the maternity leave, provided that the period of absence from work does not exceed 52 weeks or the child's first birthday.

A female staff member who submits satisfactory evidence of being an approved applicant for adoption of a child and of the date of placement of that child shall also be entitled to leave under this clause.

### 3.5.8 Return to work after Maternity Leave

Subject to the following conditions a full time employee, may return to work on a part time basis for a period of 2 years after the completion of the 12 week paid maternity leave as long as the employee returns to work within twelve months of the birth of the child.

The employee shall notify their line manager of her desire to return to work part time not less than 28 days before returning. The manager shall make a preliminary determination in relation to the availability of suitable and/or appropriate part time work and the conditions of such part time work. The employee shall be informed in writing of the determination, with a full explanation of the reasons for the decisions.

In the event that it is determined that there is no part time work available, the employee may:

1. return to work on a full time basis: or
2. continue to use any remaining unpaid maternity leave; or
3. seek a review of the decision in accordance with the dispute resolution procedures

### 3.5.9 Other Parental Leave

A staff member who has completed twelve months continuous service and who is the partner of a person who gives birth to a child, or is the primary care giver, shall be entitled to five days paid leave, commencing one week prior to the expected date of the birth of a child or within six weeks after the birth.

A staff member who submits satisfactory evidence of being an approved applicant for the adoption of a child and of the date of placement of that child shall also be entitled to five days of paid parental leave.

## 3.6 Flexibility

RSPCA Victoria Inc acknowledges the importance of balancing work and family lives and will endeavour to introduce increased flexibility in the workplace subject to the operational needs and service delivery commitments of each area and the cost implications to RSPCA Victoria Inc.

### 3.6.1 Purchased Leave Arrangement

Employee may agree to enter into an arrangement whereby they can purchase up to four weeks additional leave. The employee can agree to take a reduced wage spread over the 52 weeks of the year and receive the following amounts of additional leave:

Number of weeks wages spread over 52 weeks	Number of weeks of additional purchased leave
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 weeks

The additional purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of additional leave not taken.

Under this arrangement an employee will become a fractional employee at a maximum of 48/52 of full

time load, with all benefits accruing on that basis. Where an employee elects to take up the 48/52 option superannuation contributions of the employee will reduce on a pro- rata basis.

Employees availing themselves of this option will retain benefits accrued on a full-time basis and would then accrue benefits at the new fractional rate from the accrual date of effect of the change.

#### **4. Excellence in Performance**

##### **4.1 Rewards and Remuneration**

###### **4.1.1 Salary Rates**

During the life of the Agreement the following wage increases shall apply:

- \* 2% from. 4 March 2006
- \* 2% from 4 March 2007

The allowances in this agreement will be adjusted during the agreement in line with the percentage wage increase set out in 4.1.1 above and will operate from the same dates.

Further the parties agree that there will be no further wage claims during the life of this Agreement.

##### **4.2 Working hours**

Employment under this Agreement will be:

- \* part time
- \* casual
- \* 35 hour per week with an RDO
- \* 38 hour per week with or without an RDO.

The ordinary hours of work prescribed in this Agreement may be worked on any day or all days of the week Monday to Sunday by mutual agreement between staff member and management with relevant penalty rates in accordance with prescribed Award provisions.

The prescribed ordinary hours to be worked continuously except for meal breaks are:

Shelter	between	6am and 6 pm
Clinic	between	7 am and 7 pm
Customer Service	between	8am and 8 pm
Telesales	between	8am and 8pm

The actual ordinary hours of work performed on any one day will be determined by agreement between staff member and his or her line manager. Ordinary hours may exceed 8 hours on any one day but shall not exceed 12 hours on any day.

Full time staff, at the commencement of this Agreement, are employed on a 38 hour per week basis with a rostered day off (RDO) per month will retain these conditions.

Staff working part time can do so at a minimum of 4 consecutive hours per shift. Exception to this is Telesales Evening shift can be 3 hours from 5 pm to 8pm and existing evening shift staff will be offered 4 hours from 4 pm to 8 pm.

##### **4.3 Casual Employees**

A casual employee as defined by the relevant award may be used to replace existing staff on paid leave or in order to meet operational requirements. Based on business needs of RSPCA Victoria a casual employee should not be employed on a regular and continuous basis for more than 6 months, unless they are employed on a specific short-term contract. Casual staff will be paid a loading in lieu of all leave entitlements to this Agreement.. Casuals will be paid the hourly rate of pay in this agreement plus the applicable casual loading in the relevant Awards as at 1<sup>st</sup> March 200.6.

#### 4.4 Designated Positions

The parties have agreed to a list of designated positions which will, upon vacancy, be staffed as 38 hour per week positions with no RDO due to the inherent job requirements. This list may be varied at any time by agreement of the parties involved, including the relevant unions.

The following designated positions will, upon vacancy, be advertised and staffed as 38 hours per week:

Accounts Clerk  
Payroll Clerk  
Raffle Clerk  
Reception/Clerk  
Database Assistant  
Marketing Assistant  
Regional Shelter Supervisor  
Regional Shelter Staff  
Administration Officer AWC

#### 4.5 Vacancies

Where a staff member currently employed on a 35 hour week basis is successful in their application for appointment to a 38 hour per week vacancy the following will apply:

4.5.1 If the vacancy is for a 'Designated Position', the staff member will move to a 38 hour week and be paid a lump sum of \$3,000.

#### 4.6 RDO payout

4.6.1 A staff member if it meets the needs of the area can decide to either retain their 35 hour per week arrangements, with an RDO, or move to a 38 hour week with no RDO. If the staff member decides to move to a 38 hour week with no RDO then they will be paid a lump sum of \$3,000, for the life of this Agreement.

#### 4.7 Overtime and Penalty Rates

The starting and finishing times of ordinary work on any day within the daily spread of hours shall be determined by the Line Manager in consultation with the employee/s involved.

Overtime is defined as those hours worked in excess of the hours set out as maximum weekly hours above.

Overtime will be paid at the rate of 1.5 times the hourly rate for the first two hours and 2 times the hourly rate thereafter.

Ordinary hours of work performed on a Saturday before midday shall be paid at ordinary time. Overtime rates shall apply to all hours performed on a Saturday after midday.

Two times the hourly rate will apply for all work performed on a Sunday

#### **4.8 Superannuation salary sacrifice**

##### **4.8.1 Objectives of this Clause**

This Clause provides the mechanism whereby an employee can request an alternative system for the payment of a part of their wages. It is intended that this will benefit employees without imposing additional costs on the company. The program is voluntary.

##### **4.8.2 Flexible Remuneration**

Notwithstanding any other provisions of any award/certified agreement applying to the RSPCA at the certification of this agreement an employee may participate in a salary sacrifice program in relation to superannuation contributions.

4.8.2.1 The employee may request to receive ordinary time wages payable in accordance with this agreement minus a dollar amount nominated by the employee diverted into additional superannuation contributions under this program.

4.8.2.2 Any request to participate in the program shall be in a form approved by the RSPCA.

4.8.2.3 An employee who takes any paid leave shall receive the ordinary wages payable after deductions made under this Clause.

4.8.2.4 Any other award/agreement payment (including overtime, annual leave loading and termination payments) will be calculated as if the contribution in 4.8.2.1 had not been deducted from the wages.

4.8.2.5 Each employee participating in the program under this Clause shall receive written confirmation of relevant information, including the post arrangement gross wage rates, net wage rates and any other payment that may be affected by the arrangement.

4.8.2.6 Written confirmation as specified in subclause 4.8.2.2 above shall be provided again whenever the employee's voluntary contribution changes.

##### **4.8.3. No Disadvantage**

After taking into account the deductions made pursuant to subclause 4.8.2.1 an employee shall not receive less than the wage rate specified in this agreement.

##### **4.8.4 Changes to Flexible Remuneration**

The RSPCA may change benefits under the program if required to do so if changes to State or Federal legislation require that the RSPCA change this clause then the parties agree that this clause shall be changed to allow for the effect of those changes.

##### **4.8.5 Contributions**

An employee may choose to vary the amount of their contribution at 6 monthly intervals.

4.8.5.1. Staff whilst participating in the purchased leave scheme, superannuation contributions will be reduced, in that contributions will be on actual average salary paid

Employees have a right to choose which fund they contribute to RSPCA will review the default fund currently Mercer, during the life of this agreement

#### **4.9 Uniforms**

RSPCA Victoria Inc. reserves the right to determine uniform requirements in consultation with relevant staff and employees are required to abide by these requirements. Where required uniform and protective clothing will be provided by RSPCA Victoria Inc. to staff, as: part of their role and staff are required to wear them. RSPCA Victoria Inc. will provide the required laundering allowance where uniforms are determined necessary, as per the relevant Awards.

#### **4.10 Training and Development**

The goals of training are to improve the efficiency and effectiveness of the RSPCA Victoria Inc. and to provide staff with skills and personal development opportunities that will enhance their career prospects.

Training and development programs will focus on customer service and skill development to ensure the RSPCA Victoria Inc. maintains its strategic direction and position as the significant animal welfare body.

RSPCA Victoria Inc. aims to promote a culture of learning and provide an environment in which all employees have the opportunity to develop;

RSPCA Victoria Inc. recognises the value of training to achieve organisation goals and individual career development needs.

The parties are committed to the philosophy of continuous education for continuous improvement and recognise that the achievement of improved productivity requires the provision of appropriate/relevant training opportunities for staff.

A corporate approach will be taken to identify organisational needs, which will be translated into individual training and development plans to meet agreed objectives and targets.

#### **4.11 Delegate Training Leave**

4.11.1 Upon application an employee shall be granted five working days leave on ordinary pay in any 12 month period to attend courses and seminars conducted by the relevant union which are designed to promote good industrial relations and industrial efficiency within the industry provided:

- a) this leave is not cumulative;
- b) any delegate will not do the same course twice;
- c) the application is made no less than four weeks before the date on which leave is sought, duration, venue and nature of the course for which the leave is sought;
- d) the granting of such leave shall be subject to employer convenience and will not unwillingly affect the employer. However the employer will not unreasonably withhold approval;
- e) the scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations as agreed by employer, employee and union.

#### **4.12 Australian Workplace Agreements**

For the life of this Agreement RSPCA Victoria Inc will not employ persons covered by this Agreement under the terms of an Australian Workplace Agreement or any other form of individual contract.

### **5. Procedural**

#### **5.1 No Extra Claims**

It is agreed that for the term of this Agreement the parties will not pursue any extra claims for conditions of employment.

Any salary increases granted through National Wage Cases during the life of this Agreement will be absorbed into any increases paid or allowable under this Agreement.

## **5.2 Redeployment/Retraining/Redundancy Policy**

It is recognised that employment security is important to staff especially with an organisation that has no guaranteed income. RSPCA Victoria Inc.'s redundancy policy has been designed to alleviate these concerns. RSPCA Victoria Inc. has demonstrated this commitment to support staff in business planning. This policy aims to provide redeployment and retraining opportunities to staff as well as fair compensation in case of job losses.

A key concern for RSPCA Victoria Inc. and staff is to achieve sustainability. Staff are assured that if their unit is not sustainable then a redeployment/retraining and redundancy policy is in place to address their future employment concerns. This policy also encourages staff to achieve competitiveness, and compensation has been structured to support that commitment.

A performance management system has been developed to ensure staff develop the core and technical capabilities to maintain their roles.

## **5.3 Objectives of the Redeployment/Retraining /Redundancy Policy**

To provide a fair and reasonable compensation package to staff whose positions become redundant.

To provide clear redeployment and retraining procedures for staff whose positions become redundant and to assist, where possible, with employment opportunities with potential new employers.

## **5.4 Policy Coverage**

This policy applies to staff when:

5.4.1 A position is surplus to requirements due to work process changes.

5.4.2 Withdrawal of donations which considerably alters service requirements or ceases the provisions of such services/work.

5.4.3 Services are being contracted out.

A position may in part or in full be declared surplus to the needs of RSPCA Victoria Inc. and thereby become subject to the guidelines and procedures set out in this policy.

This policy does not apply to temporary or casual staff or staff with less than one years service, with RSPCA Victoria Inc. Staff engaged on a special project for a specified period of time are also not covered.

## **5.5 Redeployment/Retraining Procedures**

Relevant staff affected by any of the changes as outlined will be given notice of the effect of the changes and the relevant union notified.

When a position is declared to be redundant RSPCA Victoria Inc. will make efforts to offer redeployment opportunities to affected staff to other vacant positions.

Redeployment opportunities at the same classification level will be sought for affected staff provided that

the staff member has the skills- and ability to perform the duties of the position.

If there are no redeployment opportunities at the same classification level then other positions at a lower classification level will be offered to the staff member/s. Such an offer will be made to staff that have the necessary skills to meet the requirements of the position. In this instance salary will be maintained at the substantive rate of pay for a period of 12 months for staff with a minimum of 12 months continuous service with RSPCA Victoria Inc. and for staff with less than 12 months continuous service with RSPCA Victoria Inc. the period of salary maintenance will be pro rata based on length of service. At the end of that period the staff member will revert to the lower classification rate of pay.

A staff member may be redeployed to a position where he/she may not possess all the necessary skills but may fulfil the requirements of the position with further training either on or off the job. Such training will be provided and all costs met by RSPCA Victoria Inc. Tertiary education training requirements will not be a form of training that, is envisaged to be provided or such costs met by RSPCA Victoria Inc.

A staff member who has refused a reasonable redeployment/retraining offer to a position at the same classification level will not be eligible for redundancy benefits.

These redeployment opportunities will not be made where notice of resignation is given.

#### **5.6 Notice of Termination by Employer**

In order to terminate the employment of an employee the RSPCA Victoria Inc. must give the following notice

Payment in lieu of notice as follows:

Period of continuous service	Period of notice
1 year or less	1 week
One year and up to completion of 3 years	2 weeks
3 years and up to completion of 5 years	3 weeks
5 years and over	4 weeks

In addition to the above staff over 45 years of age at the time of giving notice with not less than 1 year of service, shall be entitled to an additional week's notice.

This payment will not be made where notice of resignation is given.

#### **5.7 Severance Pay**

An employee made redundant is entitled to the following amount of severance pay:

Two weeks pay for every year of service

An employee over 45 years of age will be entitled to an additional 0.25 weeks' pay for each weeks' severance pay they receive according to the above scale.

If the employee has more than 7 years service at the date of retrenchment a pro rata payment for long service leave for completed years of service shall be paid.

There will be no payout of sick leave, personal leave or other entitlements except as provided for in the legislation at the time of the redundancies.

Provision of outplacement services including financial advice upon termination to a value not exceeding \$ 1000 shall be organised by employer.

**6. SIGNATORIES**

For and on behalf of  
The Australian Services Union

Date:  
Branch Secretary

Ingrid Stitt

Brian Daley

For and behalf of  
The RSPCA

Date:  
Chief Executive Office

Maria Mercurio

For and on behalf of  
The National Union of Workers

Date:  
Assistant Branch Secretary

Antony Thow

For and on behalf of  
LHMU

Date:  
Branch Secretary

Brian Daley;