

ENTERPRISE AGREEMENT

NO: E.A. 336 /1996

DATE REGISTERED: 6-12-96

PRICE: \$ 28-00

CAT PROTECTION SOCIETY OF NSW

ENTERPRISE AGREEMENT 1996

1. TITLE

This agreement shall be known as the Cat Protection Society of New South Wales Enterprise Agreement 1996.

2. ARRANGEMENT

<u>Clause No.</u>	<u>Subject</u>
12.	Annual Leave
13.	Annual Leave Loading
2	Arrangement
16	Bereavement Leave
4	Definitions
21	Declarations
20	Grievance Procedure
8	Hours of Work
17	Jury Service
14	Long Service Leave
9	Meal Break
10	Overtime
15	Parental Leave
3	Parties Bound
7	Payment of Wages
18	Saturdays, Sundays and Public Holidays
11	Sick Leave
19	Superannuation
5	Terms of Engagement
1	Title
6	Wages
Appendix 1	List of Duties and Responsibilities

3. PARTIES BOUND

- (i) This agreement shall apply to the Cat Protection Society of New South Wales, located at Enmore Road, Enmore and all employees of the Cat Protection Society engaged as animal welfare officers and clerical staff.

Nurse, Animal Attendent and General Hand of the Animal Welfare, General (State) Award; Clerical Officer Grade 5 - 3 of the Clerks (State) Award undertaken by employees of the Society who are subject to this agreement.

- (iii) This agreement takes effect on the date it is registered and operates from the first full pay period commencing on or after the date of registration and remains in force for a period of three years.

STATE WAGE CASE DECISIONS

- (i) When a decision varying wages is given by the Australian Industrial Relations Commission in a National Wage Case during the currency of this Agreement, the rates prescribed by this Agreement shall be varied to the extent necessary to give effect to any pronouncement by the Industrial Relations Commission of New South Wales as to the manner in which such decision is to be applied in State awards.

4. DEFINITIONS

- (i) Animal Welfare Officer shall mean an employee who is required to pick up, trap and/or transfer cats as directed.
- (ii) Clerical Officer shall mean an employee who is primarily engaged to work as a receptionist and perform other work of a clerical nature as required. A clerical officer may also be required to act as an Animal Welfare Officer. Similarly, an Animal Welfare Officer may be required to act as a Clerical Officer.
- (iii) A part time employee shall mean an employee who is employed to work less than 38 hours per week.
- (iv) A casual employee shall mean an employee engaged and paid as such.

5. TERMS OF ENGAGEMENT

- (i) All employees shall be employed on a weekly, casual or part time basis.
- (ii) The employment of a weekly employee may be terminated by one week's notice on either side or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not effect the right of an employer to dismiss an employee without notice where an employee is guilty of misconduct.
- (iii) A casual employee may be terminated by one hour's notice on either side or payment in lieu thereof.
- (iv) An employee is required to perform work as directed by the Society which is within the employee's skills, competence and training.

- (v) All weekly employees are to be engaged on a probationary basis of employment for a continuous period of three months. At the end of the three month period the employer will assess all weekly employees in relation to their employment status within the CPS and notify each employee of the decision.
- (vi) On engagement all Animal Welfare Officers and Clerical Officers will receive a detailed list of duties and responsibilities, which will form part of the contract of employment. Please see Appendix 1 attached.

6. WAGES

- (i) (a) The minimum rates for adults employees shall be:

Animal Welfare Officer \$414.00 per week

Clerical Officer \$414.00 per week

- (ii) A part time employee shall be paid 1/38 of the appropriate rate prescribed by subclause (i) above per hour worked.

Part time employees shall be entitled to sick leave on a pro rata basis.

- (iii) A casual employee shall be paid 1/38 of the appropriate rate prescribed by subclause (i) above plus a 20% casual loading per hour worked.

A casual employee is paid the entitlement to sick leave, public holidays, bereavement leave and jury service in the casual loading.

Casuals shall be entitled to a minimum payment of 3 hours start.

- (iv) Wages payable, in addition to the rate of pay from time to time applicable under this agreement, will be determined by management.

- (v) All employees must participate in annual Performance Reviews which will commence during the life of this agreement. An employee will be assessed on the overall performance, attendance, attitude to work and clients and initiative in completing jobs.

Wages will be reviewed on each anniversary of the registration of this agreement at the discretion of management.

7. PAYMENT OF WAGES

Wages shall be paid weekly. Wages may be paid by cash, cheque or electronic funds transfer at the discretion of employer, into a financial account nominated by the employer. Any alteration to this arrangement will be by notification by the employer and consultation with employees.

8. HOURS OF WORK

- (i) The ordinary hours of work are 38 per week to be worked between 6am and 8pm Monday to Friday.
- (ii) The commencing and ceasing times shall be as agreed between the Society and each employee. If agreement cannot be reached, the commencing and ceasing times shall be 8.30am and 4.30pm respectively.
- (iii) Ordinary hours of work shall not exceed 8 per day except where the Society and the employee agree to work in excess of 8 but no more than 10 ordinary hours per day.
- (iv) Ordinary weekly hours will be an average of 38 per week, calculated over a four consecutive week period.
- (v) A rostered day off system is in existence of a 19 day work cycle. This allows for twelve rostered days off per year with one rostered day off absorbed into annual leave.
- (vi) Up to five (5) rostered days off may be accumulated at any one time with these being taken at a mutually convenient time decided between the employer and the employee.

9. MEAL BREAK

- (i) Employees engaged primarily as Animal Welfare Officers shall be entitled to a meal break of not less than 30 minutes nor more than 1 hour per day, to be taken at the discretion of the employee.
- (ii) Employees engaged primarily as Clerical Officers shall be entitled to a meal break of not less than 30 minutes nor more than 1 hour per day, to be taken at the direction of the Society.
- (iii) Meal breaks shall not be counted as time worked.

10. OVERTIME

- (i) All time worked outside the ordinary hours prescribed by Clause 8 Hours shall be paid at time and one-half for the first two hours and double time thereafter, excepting hours worked pursuant to Clause 18 of this Agreement. *JP PC M.C. JF.*

11. SICK LEAVE

- (i) A weekly employee shall entitled to 5 days sick leave in the first year of service and 8 days in the second and subsequent years of service.
- (ii) The payment for any sick leave occurring during the first 3 months of employment may be withheld until the employee completes three months of employment.

- (iii) Employees may be required to provide a medical certificate for any absence of two consecutive days or more.
- (iv) Untaken sick leave may be accumulated to a maximum of 60 days.

12. ANNUAL LEAVE

See Annual Holidays Act, 1944.

13. ANNUAL LEAVE LOADING

An Annual leave loading of 17 1/2% shall be paid when annual leave is taken.

14. LONG SERVICE LEAVE

See Long Service Leave Act, 1955.

15. PARENTAL LEAVE

See Industrial Relations Act, 1991.

16. BEREAVEMENT LEAVE

Weekly employees are entitled up to a maximum of 2 days bereavement leave without loss of pay upon the death of a spouse, de facto spouse, child, step child, parent, parents in law, grandparent or sibling. This clause includes same sex partners in a bonafide de-facto relationship.

AP OK JK

17. JURY SERVICE

Weekly employees required to attend for jury ^{acc.} service during his/her ordinary hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for jury service and the amount of wages they would have received had they not been on jury service.

18. SATURDAYS, SUNDAY AND PUBLIC HOLIDAYS

- (i) A public holiday is any day which has been gazetted as a public holiday for the whole of New South Wales. Weekly employees shall also be entitled to an additional public holiday which shall be taken at a mutually agreed time.
- (ii) Weekly employees shall be entitled to take the public holidays prescribed by subclause (i) above without loss of pay. Provided that the employee would ordinarily have been required to work their ordinary hours on that day.

- (iii) All time worked on a Public Holiday prescribed in subclause (i) shall be paid at double time and one-half.
- (iv) All time worked on Saturday shall be paid at time and one-half.
- (v) All time worked on Sunday shall be paid at double time.
- (vi) Work performed on Saturday or Sunday will be by way of a roster determined and posted a minimum of seven (7) days in advance.

19. SUPERANNUATION

Superannuation shall be paid as per the Superannuation Guarantee Charge Act, 1992.

20. GRIEVANCE PROCEDURE

- (i) The procedure shall be:
 - (a) The employee(s) is/are required to notify (in writing or otherwise) the Society as to the substance of the grievance, request a meeting with the Society and state the remedy sought.
 - (b) The dispute must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussions, the Society must provide a response to the employee(s) grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee(s) may be represented by an industrial organisation of employees or any other person or organisation of their choice.

21. DECLARATION

The parties declare that this agreement:

- (a) Is not contrary to the public interest;
- (b) Is not unfair, harsh or unconscionable;
- (c) Was at no stage entered into under duress; and
- (d) Reflects the interests and desires of the parties.

This Agreement is made on this the 25 Day of July 1996.

SIGNED FOR AND ON BEHALF OF CAT PROTECTION SOCIETY

Shirley Pihler (President)

Nance Sordale (Treasurer)

IN THE PRESENCE OF

Bob Lippert (C.E.O.)

Bob Lippert

Signed by the employed individuals to be covered by this agreement between the Cat Protection Society and its employees.

Janelle Foyle

Janelle Foyle

Sandra Moss

Sandra Moss

Tania Curran

Tania Curran

Melinda Casey

Melinda Casey

APPENDIX 1

LIST OF DUTIES AND RESPONSIBILITIES

Animal Welfare Officers

1. Pick up and return of cats for desexing, using the closest nominated veterinarian.
2. Picking up unwanted cats and kittens to be assessed for homes at nominated veterinary clinics.
3. Trapping wild cats for destruction or, on rare occasions, for desexing.
4. Collection and receipt for money for the above work, according to details on the job sheet.
5. Banking of balanced money weekly (or sooner if moneys held reach \$500.00), and banking on the last day of the months.
6. Delivering cats, as directed, to cattery or new homes.
7. Attending the office to answer the phone, as directed.
8. Daily supplying the clerical officer with phone numbers where they can be contacted.
9. Checking on jobs where traps have been left so that clients do not have to telephone the office with information on trapped cats, thereby tying up our busy telephone.
10. Arranging their own itinerary, which may necessitate out of hours telephoning.
11. Wiring on job sheets what work has been done and what money collected.
12. Ensuring that signatures are obtained for surrendered animals, along with a note of colour or a description of the animal.
13. Recording on the job sheet the numbers of any traps left overnight. (Such traps are only to be left in safe places as assessed by the Animal Welfare Officer).
14. Keeping the van and carrying cages clean.
15. Each Animal Welfare Officer may be required, at the discretion of the Society, to work in the Society's office for a period of approximately 4 months per year.
16. If a job can't be completed, the signature of a Supervisor on a Job Sheet is required prior to the job being abandoned.

17. Prior to Leave, such as Annual or Long Service or Authorised leave, the company van will be garaged at 103 Enmore Road, Enmore, by the officer going on leave, no later than the last day of work.

Clerical Officer

1. Filling out a job sheet, completing all details.
2. Entering information on the jobs register.
3. Seeing that emergencies are dealt with promptly -
 - (a) by one of our officer
 - (b) with R.S.P.C.A. or A.W.L. assistance
 - (c) with vet help as close to the emergency as possible.
(C.P.S. will pay for any expenses incurred, if necessary.)

It is necessary to keep the client on the phone until suitable arrangements have been made.

4. Arranging for the surrender of cats at a nominated veterinary clinic or at the Enmore office. (Clients must be made aware that there is not guarantee of a home for any animals and that they must sign a surrender form, and leave a donation. Clients are to be told that the cats are assessed the same day and either kept and made ready for sale, or destroyed).
5. Patience, tact and politeness must be shown at all times to people requesting our help. The Society is judged by the treatment the public receives on first contacting our office.

GENERAL

1. It is expected that Animal Welfare Officers will keep in reasonable touch with the Clerical officer, and extend themselves to co-operate to ensure the efficiency and compassion of our service.
2. Any discrepancies between monies receipted and banked will be investigated and without a reasonable explanation for the difference, may result in the discrepancy being made up by the Welfare Officer.
3. Parking and traffic offence fines are to be paid by the Animal Welfare Officers responsible, except in emergencies or city jobs.

4. Officers are reminded that vehicles are to be used for Society work only.
5. Welfare Officers are to ensure that vehicles are regularly maintained, repaired and registered, all to vehicle handbook standard, at the Society's cost. Officers are to keep vehicles clean inside and outside as part of their job specification.

Work done on vehicles is to be entered in a log book.
6. Officers are explicitly instructed to make no statements to any form of the media regarding the affairs of the Society.
7. All business which is not directly concerned with welfare work shall be referred to the CEO, Welfare Director or Secretary of the Society.
8. Any officer who feels threatened or at risk on a job must withdraw immediately and report to the office. Police should be called in case of any major dispute.
9. Except in the case of new or inexperienced employees, Welfare Officers will operate immediately of each other.

Examples of misconduct which may lead to Instant Dismissal

1. Taking of illicit drugs on duty, or presenting her or himself at work in an intoxicated manner.
2. Taking of alcohol on duty, or presenting her or himself at work in an intoxicated manner.
3. Loss of Driving Licence.
4. Misconduct such as dishonesty, stealing, false witness etc.
5. Continued unexplained or unlawful absenteeism.

Examples of behaviour which may lead to disciplinary action, ie. warnings, prior to dismissal

1. Repeated and confirmed reports of rudeness/lack of tact to clients.
2. Denigration of the Society, either orally, in writing or by implication.
3. Insubordination.
4. Any other behaviour which, in the opinion of the Council, may justify disciplinary action.

CONFIDENTIAL

Performance Reviews

The performance review is to be completed annually by way of an interview between the employee and their manager/supervisor.

Employer comments:

1. Attitude/cooperation and commitment to the organisation

2. Punctuality, attendance and compliance with company policies

3. Job Completion statistics

4. Accuracy, work scheduling and quality of output

5. Client satisfaction

6. **Other agreed criteria**

Performance Review Continued:

Employee comments:

1. Attitude

2. Punctuality

3. Job Completion

4. Accuracy

5. Client satisfaction

6. Other

Performance Rating Explanation:

- Excellent** Employee has consistently achieved high standards of work, effort, commitment and achievement.
- Very Good** Employee has consistently performed well in most categories of assessment.
- Good** Employee has performed well in most categories of assessment.
- Average** Employee has performed the minimum work necessary to maintain the work flow of the organisation.
- Poor** The employee has not performed to the standard required of the Society and counselling procedures.

Rating Given:

Performance Review continued:

Performance Goals for the Next Year: (to be agreed between employer and employee)

- 1.

- 2.

- 3.

- 4.
