

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/306

**TITLE:** Royal Society for the Prevention of Cruelty to Animals (NSW)  
Inspectors Enterprise Agreement 2002

**I.R.C. NO:** IRC 02/4271

**DATE APPROVED/COMMENCEMENT:** 19 August 2002

**TERM:** 19 August 2005

**NEW AGREEMENT OR VARIATION:** Replaces EA96/259

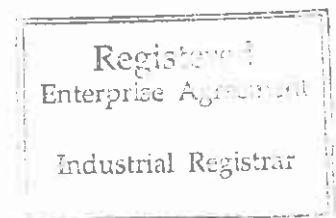
**GAZETTAL REFERENCE:** 18 October 2002

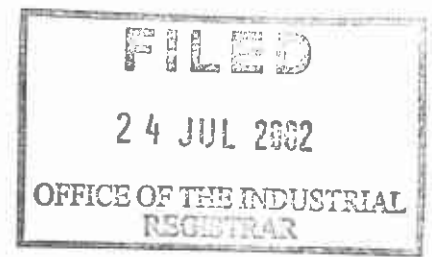
**DATE TERMINATED:**

**NUMBER OF PAGES:** 26

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all Inspectors employed by the Royal Society for the Prevention of Cruelty to Animals, New South Wales Incorporated (RSPCA)

**PARTIES:** Royal Society For The Prevention of Cruelty To Animals New South Wales -&- P Bartley, C Batchelor, C Blackburn, A Budworth, L K Christian, C M E Coddington, A Croker, G K Dymond, K J Eyles, D J Foster, K Hanson, S Hill, A Kelly, D O'Shannessy, M B Ogilvie, C P Pearson, K Prowse, J Sprague, FH Turner, G Walker, L Wilkinson, GR Wilson, A Wren





**THE ROYAL SOCIETY FOR THE  
PREVENTION OF CRUELTY TO  
ANIMALS (NSW)**

**INSPECTORS**

**ENTERPRISE AGREEMENT**



**2002 - 2005**

1. TITLE OF AGREEMENT

The title of this agreement shall be known as the Royal Society for the Prevention of Cruelty to Animals (NSW) Inspectors Enterprise Agreement 2002.

2. ARRANGEMENT


1. Title of Agreement
2. Arrangement
3. Introduction
4. Term of Operation
5. Coverage
6. Relationship to Parent Award
7. Anti-Discrimination
8. Aim
9. Quality Commitment
10. Remuneration
11. Training and Development
12. Terms of Employment
13. Hours of Work
14. Equal Employment Opportunity and Discrimination
15. Disputes and Grievances
16. Introduction of Change
17. Team Building
18. No Extra Claims
19. Signatories to Agreement  
Schedule 1



3. INTRODUCTION

3.1 Definitions

For the purpose of this Agreement the following definitions shall apply:

- 3.1.1 "Agreement" shall mean the RSPCA (NSW) Inspectors Enterprise Agreement 200~~2~~<sup>2</sup>. 
- 3.1.2 "Employee" or "Employees" shall mean the Inspectors employed by the Royal Society for the Prevention of Cruelty to Animals, New South Wales Incorporated.
- 3.1.3 "Employer" shall mean the Royal Society for the Prevention of Cruelty to Animals, New South Wales Incorporated (RSPCA).

3.1.4 "Parent Award" shall mean the Animal Welfare, Institutional (State) Award

3.1.5 "the Act" shall mean the NSW Industrial Relations Act, 1996.

3.1.6 "Employee Representative" shall mean the Australian Law and Justice Association or an appropriately registered industrial union of employees.

3.2 Fundamental to this Agreement is the recognition by the parties that RSPCA has a leadership role in animal welfare and operates in a highly competitive market. This requires that both management and employees be productive, efficient, effective and aim for best industry practice at all times.

3.3 Flexibility, commitment, accountability, openness and recognition of the needs of the employee are keynotes of this Agreement. One of the aims of this agreement is to have a multi skilled workforce which is capable of working across all areas of the RSPCA Inspectorate within the individual competencies of each employee.

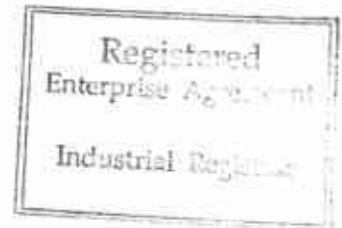
3.4 Employees will have direct access to formal channels of communication on any matter affecting their working environment.

3.5 Copies of this Agreement shall be exhibited at all premises in a place accessible to all employees.

#### 4. COVERAGE

4.1 The parties to this agreement are:

- (1) the RSPCA, and
- (2) all Inspectors engaged by the RSPCA.



#### 5. TERM OF OPERATION

5.1 This Agreement shall operate from the date of approval by the Industrial Relations Commission of New South Wales for a period of three (3) years.

5.2 The parties agree to enter into negotiations for a further agreement no earlier than three (3) months before the date of expiration.

#### 6. RELATIONSHIP TO PARENT AWARD

6.1 This Agreement shall be read and interpreted in conjunction with the Animal Welfare, Institutional (State) Award.

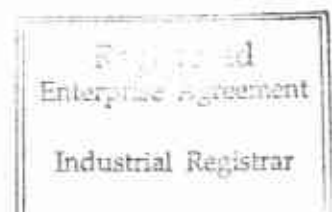
- 6.2 From its date of effect and only where there is inconsistency, this agreement displaces the relevant sections of the Award.
- 6.3 Except for what is otherwise provided for in this agreement, existing over award payments and employee entitlements shall continue to apply for the life of this agreement.

## 7. ANTI-DISCRIMINATION

- 7.1 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, and age. *and respect to life's as a whole.*
- 7.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by the Award 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 fulfilment 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.
- 7.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 7.4 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 award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 7.5 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) Employers 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."*

8. AIM

8.1 The RSPCA aims as part of its commitment to both its Inspectors and the community to:

8.1.1 provide upgraded skills and increased job security through business opportunity enhancements;

8.1.2 provide a satisfying working environment that encourages and supports staff to offer a consistent level of high quality service; and

8.1.3 collectively develop a classification structure so as to appropriately assess performance in six (6) months time and that this structure be incorporated into the agreement.

8.2 The employer recognises that these aims can only be realised through the recruitment and retention of an effective, flexible and motivated team of Inspectors.

8.3 The purpose of this agreement is to provide a framework of principles and guidelines that will enable the RSPCA to achieve these aims. This will be accomplished by providing challenging work opportunities and a satisfying working environment where all Inspectors will have enhanced opportunities for developing their skills.

8.4 The ultimate objective is continued provision of support to the aims of the RSPCA.

8.5 The RSPCA recognises the important role that the Inspectors play in achieving its aims.

9. QUALITY COMMITMENT

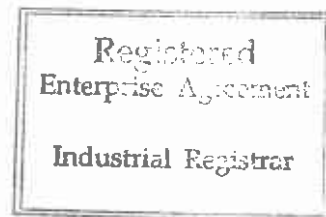
9.1 Commitment to quality is both a team and an individual responsibility. As such it must be accorded the highest priority if RSPCA is to assure the long term viability of the organisation and the job security of its employees.

9.2 All employees are committed to supporting the concept of quality improvement and will be encouraged to continue to identify and introduce their own ideas and suggestions.

5.



- 9.3 A means of ensuring this commitment to quality is to have a workforce which sees continuing employment on a permanent basis at RSPCA as an essential component of a long term career with the RSPCA.



10. REMUNERATION  
 10.1 Process of Progression and Salary Structure

LEVEL	CLASSIFICATION	SALARY PER ANNUM
Level 1	Inspector	\$34,000
<b>PROGRESSION FROM LEVEL 1 TO LEVEL 2A</b>		
Inspectors shall be assessed in the sixth month of employment with the RSPCA to establish whether they meet all the requirements of Level 1 of the Classification Structure. Where all the requirements are met the employee shall progress to Level 2A.		
Level 2A	Inspector	\$37,000
<b>PROGRESSION FROM LEVEL 2A TO LEVEL 2B</b>		
Twelve months after the progression from Level 1 to Level 2A the Inspectors 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 the employee shall progress to Level 2B.		
Level 2B	Inspector	\$38,500
<b>PROGRESSION FROM LEVEL 2B TO LEVEL 3A</b>		
Twelve months after the progression from Level 2A to Level 2B each employee shall be assessed to establish whether they are continuing to perform the range of duties and exercise the skills required of the Level. Where performance at the Level is commendable the employee shall progress from Level 2B to Level 3A.		

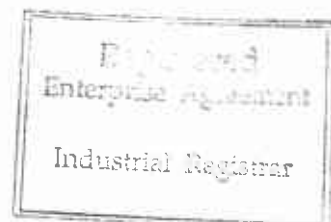
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LEVEL	CLASSIFICATION	SALARY PER ANNUM
Level 3A	Inspector	\$40,000
<b>PROGRESSION FROM LEVEL 3A TO LEVEL 3B</b>		
Twelve months after the progression from Level 2B to Level 3A the Inspectors shall be assessed for further progression. This assessment shall be against the criteria established for a Level 3 Inspector and where all the requirements for Level 3 are met the employee shall progress to Level 3B.		
Level 3B	Inspector	\$41,500
<b>PROGRESSION FROM LEVEL 3B TO LEVEL 4</b>		
Twelve months after the progression from Level 3A to Level 3B 2B each employee shall be assessed to establish whether they are continuing to perform the range of duties and exercise the skills required of the Level. Where performance at the Level is commendable the employee shall progress from Level 3B to Level 4.		
Level 4	Principal Inspector	\$43,500
<b>APPOINTMENT TO THE POSITION OF TEAM LEADER</b>		
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.		
Level 5	Team Leader - Regional Team Leader - Metropolitan	\$45,500

- 10.1.1 The above rates of pay shall take effect from the first full pay period on or after 26 January 2002.
- 10.1.2 Salary rates detailed above shall be reviewed in November in each year of the Agreement and shall be adjusted by a minimum percentage consistent with the percentage change in the Wage Cost Index for the Public Sector across Australia for the preceding twelve months as measured from September to September by the Australian Bureau of Statistics (ABS) (Publication Number: 6345.0).
- 10.1.3 The classification structure will be implemented as soon as is practicable following the agreement to the position descriptions (Schedule 1) for each of the levels of Inspector. Salary adjustments that result from placement at a level higher than that for which the employee is paid shall be operative from 26 July 2002.
- 10.1.4 This process will be undertaken in consultation with the employer, employees and their respective representatives.
- 10.1.5 The RSPCA undertakes to conduct performance reviews for each employee within the first twelve (12) months from the date of commencement of the agreement. Employees may be further advanced through the classification structure as a result of this process.
- 10.1.6 Performance reviews will be conducted annually on the anniversary date of an employee's review.
- 10.1.7 At each Level in the classification structure where through workplace assessment techniques an employee can establish that they have the competencies that would be an outcome of the training prescribed they shall be recognised as having completing the training.
- 10.1.8 The parties agree that if an employee considers that they are not properly placed in the classification structure, they may seek review of the placement through the Change Management Committee.
- 10.1.9 A review of the position of Team Leader – Regional shall be undertaken at the completion of twelve months of operation of the structure to identify whether the new structure is operating effectively. Any change to the current structure shall be agreed by management.
- 10.2 Supply and Use of Motor Vehicles
- 10.2.1 Employees are issued with a motor vehicle by the Employer, which is available for personal use.



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

10.2.3 Employee's obligations with respect to the vehicle 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 Employer;
- 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 RSPCA; and
- not to drive the vehicle if intoxicated through alcohol consumption or drug-taking.

#### 10.3 Regional Office Allowance

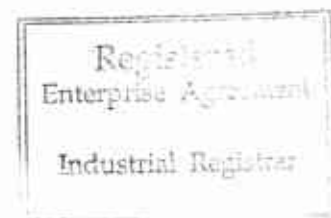
Regional Inspectors who do not have access to an appropriate shelter will be entitled to a \$75 per week gross amount for the purpose of renting office space at their place of residence.

#### 10.4 Living Away (Meal) Allowance

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

#### 10.5 Relieving Allowance

Employees are entitled to \$23 per day while performing relief duty. This allowance applies equally to Regional and Metropolitan Inspectors.



## 10.6 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.

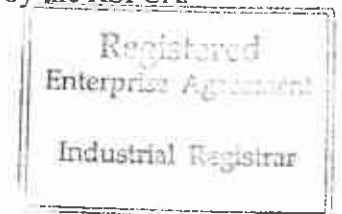
## 11. TRAINING AND DEVELOPMENT

- 11.1 All training and development will be based on the skill requirements of RSPCA, and will reflect the standards required for competent performance within an employee's career path. All employees agree to co-operate and assist in the transfer of skills to other workers.
- 11.2 The design and delivery of training and development programs will reflect as far as possible the preferred learning style of employees.
- 11.3 Training and development will be generally developed on a modular basis and be provided both on and off site. The employer can require an employee that management nominates to undertake any training deemed by the employer to be essential to the efficient and productive performance of their duties. Such training will be relevant to the industry and the cost of such training shall be borne by the employer. Such training may include extended full-time training off-site attending a suitable and accredited training program. Attendance at such training will count as time worked.
- 11.4 Employees recognise that the undertaking of training will not automatically result in an upgrading of their classification. Undergoing training is therefore a necessary element in maintaining competence at a given level of skill and is therefore an essential element of the performance of the job.
- 11.5 The parties recognise that some employees have a role in training other employees. Employees in this position will therefore be provided with opportunities to gain skills in training others.
- 11.6 Registration costs for any recognised, authorised and accredited training program undertaken at the request of the employer will be met by the RSPCA.

## 12. TERMS OF EMPLOYMENT

### 12.1 Probationary Period

- 12.1.1 Each Employee will commence employment with the Employer on a six (6) month probationary period. Each Employee's continued employment is dependant on their successful completion of the



probation period during which an Employee's performance will be reviewed.

12.1.2 If on the expiration of the probationary period, the Employer determines that the Employee has satisfactorily completed the probationary period, the Employee's employment shall continue.

12.1.3 If at the expiration of the probationary period the Employer determines that the Employee has not satisfactorily completed the probationary period, the Employee's employment will end with one (1) weeks notice.

12.1.4 The above does not prevent the Employer from terminating an Employee within the six (6) month probationary period with one weeks notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.

## 12.2 Termination of Employment

12.2.1 Employment may be terminated by either party in accordance with the scale below:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Up to 1 year of service	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

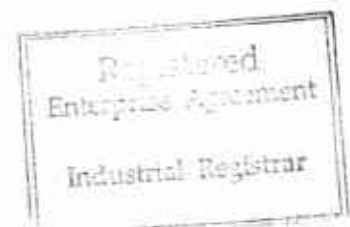
12.2.2 Any employee over the age of forty-five years with at least two (2) year's continuous service will receive one week's notice additional to the notice provided above.

12.3 An employee, other than an employee serving a probationary period, will provide notice in accordance with the scale above. Further, the parties agree that annual leave or like leave will not be used as all or part of the notice period. By mutual agreement these terms may be waived.

12.4 The Employer may provide payment in lieu of the required notice rather than require the Employee to work out the notice period.

## 12.5 Uniforms

12.5.1 RSPCA reserves the right to determine uniform requirements and employees are required to abide by these requirements during working hours. Uniform shirts, ties, suits, jumpers, blouses, back braces where necessary and protective clothing will be provided by RSPCA to all uniformed employees.



125.2 Employees must care for uniforms supplied and maintain them in good condition, returning them on termination of employment.

12.6 RSPCA reserves the right to deduct from termination pays the value of any uniform either wilfully damaged or not returned on termination of employment.

### 13. HOURS OF WORK

#### 13.1 Ordinary Hours

13.1.1 The ordinary hours of work shall not exceed an average of 76 per fortnight and may be worked by mutual agreement between the Employer and 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 13.1.3).

13.1.2 The arrangement of an Employee's ordinary hours shall be subject to genuine and mutual agreement between the Employer and the Employee. The Employer will not unreasonably withhold agreement to an Employee's proposed arrangement of ordinary hours, however the Employer 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 Employer's ability to agree to roster arrangements proposed by an Employee.

13.1.3 Employees will receive two (2) days off in lieu in the week following 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 13.5.

13.1.4 An Employee's ordinary hours arrangement may be varied by mutual agreement.

#### 13.2 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 RSPCA and employees will work together to ensure that the taking of breaks occurs at times that are mutually agreeable to all parties.

#### 13.3 On-Call and Call-Out Arrangements

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



13.3.2 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.

13.3.3 Employees will be paid an on-call allowance of \$23 per day.

13.3.4 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 employer and employee will genuinely and mutually agree to time off in lieu credit or monetary compensation as per subclause 13.5 Overtime.

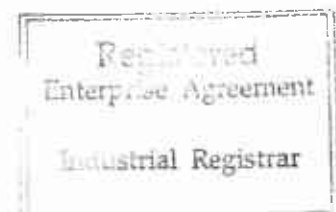
13.3.5 Where an Inspector physically attends a call-out during an on-call period, they shall receive a minimum of four (4) hour's pay at the appropriate rate or time off in lieu credit. Payment for a physical call-out will be in substitution for, and not cumulative upon, the on-call allowance as per subclause 13.3.3.

#### 13.4 Time Off in Lieu

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

13.4.2 Where an Employee is directed to work outside of ordinary hours by the Employer, the Employee may, by mutual agreement with the Employer, take time off in lieu of overtime at a time or times agreed with the employer 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 Employer 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.



### 13.5 Overtime

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

13.5.2 The RSPCA 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.

13.5.3 Where the Employer 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.

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

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

### 13.6 Regional On-Call and Overtime Allowance

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

13.6.2 Regional Inspectors will receive an allowance of \$4,500 per annum in lieu of the On-Call Allowance and payment for overtime.

13.6.3 The Change Management Committee will convene at the completion of the first twelve months operation of this agreement to report on the impact of the agreement and on RSPCA efficiency and productivity, employee workload and other significant resource issues.

## 14. EQUAL EMPLOYMENT OPPORTUNITY AND DISCRIMINATION

14.1 RSPCA is an Equal Opportunity Employer. In particular the employer is committed to increasing the skill levels of all employees to provide equal opportunities for advancement and access to well paid jobs. Accordingly, all RSPCA employees are committed to assisting the employer achieve these objectives.

14.2 The parties agree that it is their intention to respect and value the diversity of the workforce by helping to prevent or eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or racial origin.





## 15. DISPUTES AND GRIEVANCES

15.1 The Employer and its employees recognise that the need for continuous operation, without interruption, will be critical to the success of the society and to future job security.

15.2 Disputes may arise between RSPCA and its employees. The parties commit themselves to resolve any disputes in accordance with the following procedure and undertake that pending resolution of any dispute, the employees will use their best endeavours to ensure that the company's operation continue without interruption.

### 15.3 Grievance Procedure

Any employee grievance will be the subject of constructive discussion between that employee and his or her manager. The manager and the employee must make a genuine attempt to resolve the matter speedily and equitably. An employee representative, who may be any person nominated by the employee, may be present at this and all subsequent stages.

15.4 In the absence of a mutually acceptable resolution the dispute will be referred to the Deputy Chief Executive Officer. Should this not settle the dispute, the dispute will be referred to the Chief Executive Officer. Should the dispute remain unresolved at this point, the Chief Executive Officer will refer the matter to the Board. Should this not settle the dispute, it will be referred to the Industrial Relations Commission of NSW for conciliation, and if necessary, arbitration.

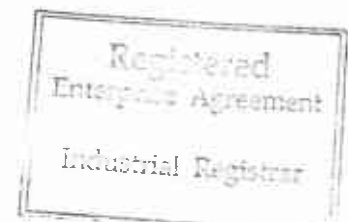
15.5 While the above procedures are being followed, there will be no change to existing work practices or procedures. Employees may appoint an employee representative to assist in progressing matters being dealt with under the grievance procedure.

### 15.6 Stand Down

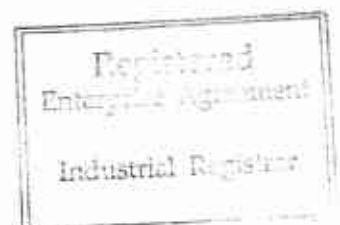
Employees who cannot be usefully employed due to strikes or any work stoppage for which the employer cannot be reasonably held responsible may be stood down without pay. Stand down shall not affect continuity of employment for the purposes of calculating any leave entitlements or service increments.

## 16. INTRODUCTION OF CHANGE

16.1 The RSPCA's operating environment is characterised by change. The parties recognise that technological change is an essential part of ensuring that RSPCA continues to be an effective and efficient provider to the community. Further, the parties agree that change is frequently driven by factors beyond the control of the parties.



- 16.2 The parties recognise that constructive strategies need to be implemented in response to unexpected fluctuations in the demand for services in order to continue to achieve the aims of RSPCA. The Change Management Committee will be comprised of 1 Regional Inspector, 1 Metropolitan Inspector, the RSPCA Chief Executive Officer and such other persons as may be appropriate. The Change Management Committee will oversee the implementation of this agreement and will monitor change in the workplace. This Committee shall provide a consultative mechanism between employer and employee and is tasked to advance the interests of both. This committee will meet no less than quarterly.
- 16.3 RSPCA's Duty To Notify
- 16.3.1 Where the RSPCA 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 change.
- 16.3.2 Significant effects include termination of employment, major changes in the composition, operation or size of the RSPCA'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 agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- 16.4 RSPCA's Duty To Discuss Change
- 16.4.1 The RSPCA shall discuss with the employees affected and their representative, inter alia, the introduction of the changes referred to in clause 16.3, 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 their representative in relation to the changes.
- 16.4.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 16.3.
- 16.4.3 For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their representative, 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 the employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.



17. TEAM BUILDING

The RSPCA will dedicate a day for the purpose of team building in conjunction with the Inspectors' Annual Conference. This day will be in substitution for the union picnic day provided by the Award.

18. NO EXTRA CLAIMS

The parties acknowledge that no extra claims will be made during the term of this Agreement.

19. SIGNATORIES TO AGREEMENT

Signed for and on behalf of RSPCA:

*Bernie O'Leary* 22/7/02  
[Name] [Date]  
Bernie MURPHY CEO  
*John Bell* 22/7/02  
[Witness] [Date]

Signed by (Employees):

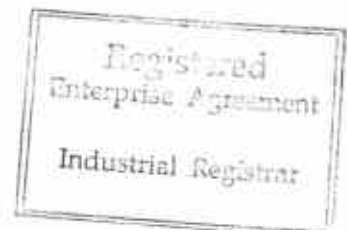
*Anthony C. Croker* 22/7/02  
[Name] ANTHONY C. CROKER [Date]

*David O'Shannessy* 22/7/02  
[Name] DAVID O'SHANNESSEY [Date]

*Sean Serrano* 22/7/02  
[Name] SEAN SERRANO [Date]

*Linda Christian* 22/7/02  
[Name] LINDA CHRISTIAN [Date]

*Kylie Frouse* 22/7/02  
[Name] KYLIE FROUSE [Date]



[Signature]  
[Name] FOSTER

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[Name] JANE HILL

22/7/02  
[Date]

[Signature]  
[Name] MUGGER

22/7/02  
[Date]

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[Name] A KELLY

22/7/02  
[Date]

[Signature]  
[Name] ALISTAIR HILLS

22/7/02  
[Date]

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[Name] GRAEME DYMOND

22.7.02  
[Date]

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[Name] ALISON WREN

22/7/02  
[Date]

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[Name] SYDNEY HILSON

22.7.02  
[Date]

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[Name] KYM HANSON

22/7/02.  
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[Name] C COPPINGTON

22/7/02  
[Date]



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*[Handwritten Signature]*

[Name] LP Wilkinson

22/07/2007

[Date]

*[Handwritten Signature]*

[Name] GREG WILSON

22/07/02

[Date]

*[Handwritten Signature]*

[Name] FLEET TURNER

22.7.02.

[Date]

*[Handwritten Signature]*

[Name] Glen Walker

22/7/02

[Date]

*[Handwritten Signature]*

[Name] JAMES KYLE

22/7/02

[Date]

*[Handwritten Signature]*

[Name] P Bartley

22/7/02

[Date]

*[Handwritten Signature]*

[Name] C BATHFIELD

22/7/02

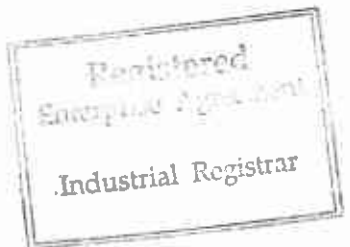
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[Name] C REAGAN

22/7/02

[Date]



## SCHEDULE 1

### INSPECTORS CLASSIFICATION STRUCTURE

#### REQUIREMENTS FOR EMPLOYMENT AS AN INSPECTOR LEVEL 1

- Eligible to be appointed as a Special Constable;
- Current Class C drivers licence;
- Eligible to hold a firearms licence; and
- Eligible to hold a batons licence.

#### REQUIREMENTS FOR PROGRESSION TO INSPECTOR LEVEL 2

##### OBJECTIVES

- Investigate all complaints in relation to cruelty to animals within legislative framework in a timely and professional manner.
- Educate and provide information about the care, protection and treatment of animals.

##### KEY DUTIES

- Be able to assess information to ensure that it formulates a valid and lawful complaint;
- Understand and operate computer complaints database;
- Log oral and written complaints on complaints database;
- Effectively communicate with public, other agencies and internal stakeholders;
- Effectively operate telephone system;
- Understand and be able to complete pro forma documentation;
- Effectively interpret the Prevention of Cruelty to Animals Act, associated Regulations and Codes of Practice;
- Understand legislative requirements;
- Investigate routine complaints relating to animal cruelty under guidance;
- Prepare routine Briefs of Evidence under guidance;
- Attend Court as required under guidance;
- Conduct routine inspections as per Codes of Practice under guidance;
- Be able to handle domestic/livestock; and
- Undertake animal capture and rescue under guidance.

##### SKILLS

###### *General*

- Basic communication skills;
- Basic computer skills;
- Basic writing skills;
- Ability to investigate straightforward matters to establish facts;
- Basic knowledge of laws of evidence;
- Basic knowledge of interpreting legislation;



- Basic knowledge of court processes; and
- Appreciation of the community's ethnic and cultural diversity.

#### ***Animal***

- Basic knowledge of animal behaviour (domestic/livestock); and
- Basis animal handling skills (livestock/domestic).

#### **TRAINING REQUIREMENTS**

- Basic investigation course;
- Basic use of computers and relevant software;
- Basic literacy/report writing;
- Negotiation /conflict handling;
- Basic ability to use equipment as issued;
- Basic animal handling (domestic livestock);
- Basic capture/rescue techniques;
- Officer survival;
- Defensive driving/towing course;
- 4wd training (Regional Inspectors only);
- Time management;
- Senior First Aid Certificate course; and
- RSPCA Induction course.

#### **REQUIREMENTS FOR PROGRESSION TO INSPECTOR LEVEL 3**

##### **OBJECTIVES**

- Investigate all complaints in relation to cruelty to animals within legislative framework in a timely and professional manner.
- Educate and provide information to the public and other relevant agencies on Prevention of Cruelty to Animals Act, Regulations and Codes of Practice.
- Educate and provide information about the care, protection and treatment of animals.

##### **KEY DUTIES**

- Be able to assess information to ensure that it formulates a valid and lawful complaint;
- Understand and operate computer complaints database;
- Log oral and written complaints on complaints database;
- Effectively communicate with public, other agencies and internal stakeholders;
- Effectively operate telephone system;
- Understand and be able to complete pro forma documentation;
- Effectively interpret the Prevention of Cruelty to Animals Act, associated Regulations and Codes of Practice;
- Understand legislative requirements;
- Investigate routine complaints relating to animal cruelty;
- Prepare routine Briefs of Evidence;
- Attend Court as a witness required;



- Conduct routine inspections as per Codes of Practice;
- Animal handling (domestic/livestock/other);
- Undertake animal capture and rescue;
- Deliver educational presentations to Police/School/other organisations;
- Provide guidance to level 1 inspectors on routine matters;
- Euthanase animals; and
- Undertake duties as required in emergency situations (bushfire/ flood etc.).

#### SKILLS

##### *General*

- Solid working communication skills;
- Solid working computer skills;
- Solid working writing skills;
- Solid working ability to investigate matters relevant to the position;
- Solid working knowledge of laws of evidence;
- Solid working knowledge of interpreting legislation;
- Solid working knowledge of court process; and
- Basic ability to make presentation and to train other staff.

##### *Animal*

- Solid working knowledge of domestic/livestock; and
- Basic knowledge of exotic animals and wildlife.

#### TRAINING REQUIREMENTS

- Enhanced Investigation Modules;
- Intermediate use of computers and relevant software;
- Negotiation /conflict handling;
- Enhanced animal handling (domestic livestock);
- Basic animal handling (wildlife/exotic);
- Enhanced capture/rescue techniques;
- Workplace Training (Certificate IV in Workplace Assessment - training modules as required);
- Firearms training;
- Lethalising training;
- Introduction to emergency management;
- 4wd training (Metropolitan Inspectors);
- Officer Survival / safety (fire/flood); and
- Media skills.

