

ENTERPRISE AGREEMENT

NO: E.A. 101 /1995

DATE REGISTERED: 21-3-95

PRICE: \$ 16-00

Cate Margo

Enterprise

Agreement

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[Handwritten signatures and initials: J, MAH, H, B, R, G, D.]

CAFE MARGO ENTERPRISE AGREEMENT No. 2 page 1.

AGREEMENT Dated between H J D E Pty. Ltd. trading as Cafe Margo, (here-after referred to as the employer), and all staff employed by the employer, (here-in-after referred to as the employee).

Clause 1. ADDRESS.

The premises regulated by this agreement are situated in the Garrison Building, corner of Hay & Clarence St., Port Macquarie.

Clause 2. VOLANTARY AGREEMENT.

This agreement was not entered into under any duress by any party.

Clause 3. TERM.

This agreement shall be for a term of one year from the date of registration.

Clause 4. INCIDENCE.

This agreement shall partially regulate the terms and conditions of employment previously regulated by the Restaurant Employees (State) Award, except as outlined in this agreement. Should the Restaurant Employees (State) award Monday to Friday rate increase above that listed in this agreement, then such increase shall be paid to the employee, and adjusted on a pro-rata basis for all wage rates.

Clause 5. STAFF DEFINITIONS.

- A. WAIT-PERSON and KITCHEN-HAND. All employees employed for general waiting duties, including salad bar attending, sweets and drink preparation and general kitchen duties, including dish washing and general assistant to the chef.
- B. QUALIFIED COOK/CHEF. 1st. or head cook employed for the preparation and supervising of meals.
- C. SECOND COOK. All employees employed for the preparation and presentation of meals under the Qualified Cook/Chef.
- D. IMPROVER WAIT-PERSON shall mean a wait-person with less than six months experience as a wait-person
An improver wait-person may be employed for a period not exceeding six months at the rates of pay as set out here-in under "wage rates".
- E. APPRENTICE COOK. Any legally indentured Apprentice Cook. *[Handwritten initials: A.W.]*

This agreement shall only apply to employees in the occupations/trades identified above, employed by Cafe Margo.

Clause 7.

HOURS OF WORK.

- (A) All employees to be considered "Part time", and to receive the same rate of pay immaterial of the hours worked, as set out in the wage rates contained in this agreement.
- (B) Commencing time shall not be earlier than 6 A.M., nor later than midnight. Any hours worked outside of the above shall be calculated as "overtime" rates as set out here-in..
- (C) All employees to receive a minimum of ten hours work per week, subject only to any contrary arrangement with an individual employee at the request of that employee.
- (D) All employees to receive a maximum of thirty-nine hours per week, subject only to any contrary arrangement with an individual employee at the request of and agreement with that employee.
- (E) Hours worked in excess of 39 per week may be recorded, and such time to be calculated at overtime rates here-in and may be taken as time off in future weeks, or may be added to Annual leave. Alternately such hours may be paid with weekly wage if elected to do so by the individual employee.
- (F) The ordinary hours per week for all employees shall not exceed 39, worked in a maximum of 6 days.

The daily hours worked (except for meal breaks) for all employees shall not be less than two and a half hours per shift, nor more than ten hours per day, and may be worked continuously (with meal breaks) or in broken shifts.

G. LATE FINISH allowance and BROKEN SHIFT allowance are not payable under this agreement.

Clause 8.

MEAL BREAKS.

An employee who is required to work more than 5 hours in one shift, shall be granted a meal break of not less than 30 minutes; such meal break shall not be counted as work time.

An employee shall be allowed an unbroken period of not less than 30 minutes, nor more than one hour for such meal breaks

There shall be an interval of not less than three hours, nor more than five hours between such meal breaks.

Clause 9.

ROSTER.

page 3.

The roster shall be maintained at least seven days in advance at all times.

Clause 10.

ANNUAL LEAVE.

- A. Annual leave shall be on the basis of four weeks per year as per the Annual Holidays Act
- B. Employees taking time off for annual leave shall be entitled to seven days off for every 39 hours leave paid. Such 39 hours shall be paid at the Mon. to Fri. rates being paid to that employee at the time of taking such leave.
- C. ANNUAL LEAVE LOADING is not payable under this agreement.

Clause 11.

SICK LEAVE.

1. An employee with not less than one Months continuous service with the employer who is absent from work by reason of personal injury or illness, not being illness or injury arising from the employees mis-conduct or default or from an injury for which that employee is entitled to Workers Compensation, shall be entitled to leave of absence, with-out deduction of pay, subject to the following conditions and limitations. >>

- (A) The employee shall, within 24 hours of the commencement of such absence, inform the employer of the inability to attend for duty and, as far as is practicable, state the nature of the illness or injury and the estimated duration of the absence.
- (B) The employee shall furnish to the employer such evidence as the employer may require that he/she was unable to attend for duty, provided that a medical certificate shall not be required in respect of the first single day's absence.
- (C) The employee shall not be entitled during his/her period of service with the employer, leave in excess of five days in any one year, provided that during the first six months of the first year, he/she shall qualify for sick leave at the rate of five-twelfths of one day for each month of service. Upon completion of the six months service, he/she shall qualify for the full entitlement, less any leave already taken.
- (D) Sick pay as above shall accumulate during the employees period of continuous employment.
- (E) The employee shall not be entitled to payment of cash for unused sick pay at any time, including termination of service for what-ever reason.

TO SUMMARISE.

Sick leave is 5 days (39 hours) per year on Monday-Friday rates.

AW

Clause 12.

PUBLIC HOLIDAYS.

page 4.

As part time employees, payment for public holidays shall be paid only to those employees rostered on, and who actually work. Such rostered employees to be paid as set out under clause 19, "Wage Rates"

Clause 13.

PAY WEEK.

The pay week shall be from Friday to Thursday inclusive. Payment of wages shall be made not later than 1 P.M. on the day following the end of the pay week.

Clause 14.

STAFF DISCOUNTS.

(A) Light meals and dispenced drinks shall be supplied at no charge if taken during a shift meal break.

(B) Meals and drinks of what-ever nature for direct employees shall be at 50% of the menu price at all other times.

(C) Groups of friends or relations accompanied by an employee shall be entitled to a 20% discount on the menu price.

Clause 15.

UNIFORMS.

"Margo" uniform shirts, and waitress aprons shall be supplied free of charge, to a maximum of four per year.

Clause 16.

ABOVE AGREEMENT PAYMENTS.

This Agreement is to be considered a minimum under which employees are employed, and does not limit individual employees from requesting additional rates and conditions. However such additional claims shall be at the absolute discretion of the employer.

Clause 17.

LONG SERVICE LEAVE.

Shall be as per the Long Service Leave Act 1955.

Clause 18.

MATERNITY LEAVE Etc.

Maternity, Paternity and Adoption leave shall be as per the "Maternity, Paternity and Adoption" leave provisions of the N.S.W. Industrial Relations Act 1991.

Clause 19.

WAGE RATES.

(Rates are set out per hour)

Duties.	Mon.-Fri. (Ordinary hours)	Sat/ Sun (Week-end)	Pub.Hol.
Wait-person Kitchen hand	\$ 8.50	\$ 9.00.	\$ 10.00
Qual. Cook	\$ 9.50	\$ 10.00.	\$ 11.00
2ND. Cook	\$ 9.00	\$ 9. 50	\$ 10.50
Improver Wait-person. 1st 3 months	\$ 6.50	\$ 7.00.	\$ 8.00
2nd. 3 months.	\$ 7.00	\$ 7.50.	\$ 8.50.
Apprentice 1st. year.	\$ 4.50	\$ 5.00.	\$ 6.00
2nd. year	\$ 4.80	\$ 5.25.	\$ 6.25.
3rd. year	\$ 6.00	\$ 6.50.	\$ 7.50.
4th. year	\$ 7.00	\$ 7.50.	\$ 8.50.

Junior rates

Wait-person &
Kitchen hand.

Under 18 yrs.	\$ 5.20	\$ 5.50.	\$ 6.50
Under 21 yrs.	\$ 7.50	\$ 8.00.	\$ 9.00

OVER-TIME RATES.

To be the same as "Week-end" (Sat / Sun) rates.

BONUS.

A bonus of 2.5% of gross individual wages for the Month of January to be paid to all employees who work during the Month of January. Such bonus to be included in wages for the first pay period in February.

A.O.

Cafe Margo Enterprise Agreement No. 2.

Signatories

Employer

H. J. D. E. Pty. Ltd.

} H. W. Whiting. (Director)

trading as CAFE MARGO

} J. H. Whiting. (Licensee)



Employee

U. Haninair	Waitress
C. Hassan.	Waitress
H. Carroll.	Waitress
S. Peterson.	Waitress
B. Brady	Kitchen hand
C. Fe Ball.	Waitress
D. Hinton	Qualified Chef
J. McQuaid	Waiter /Kitchen hand
J. Hind.	Apprentice
T Branson.	Waitress
H. Haninair.	Kitchen hand
K. Carnody.	Chef
D. Goldsmith.	waitress
P. Burton	Cook / Waiter

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C. Hassan
H. Carroll
S. Peterson
B. Brady
C. Fe Ball
D. Hinton
J. McQuaid
J. Hind
T Branson
H. Haninair
K. Carnody
D. Goldsmith
P. Burton

ENTERPRISE AGREEMENT

NO: E.A. 102 /1995

DATE REGISTERED: 23-3-95

PRICE: \$ 64-00

THE BUTTERY Incorporated
ENTERPRISE AGREEMENT.

ENTERPRISE AGREEMENT -

(1) PARTIES TO THE AGREEMENT

An enterprise agreement, made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of sections 115 - 142 of the said Act, entered into on between The Buttery Inc. of Lismore Road, Binna Burra of the one part and the employee's of The Buttery Inc. in The Buttery, Binna Burra with the occupations of Drug and Alcohol Counsellor and Director of Therapeutic Community - otherwise covered by the Social and Community Services Employees (State) Award, of the other part. Now it is hereby agreed by the parties as follows:

(2) TITLE OF AGREEMENT

This agreement shall be known as The Buttery Incorporated Enterprise Agreement.

(3) INCIDENCE

This agreement will apply to The Buttery Inc. and it's employees instead of the Social and Community Services Employees (State) Award.

(4) INTENTION

The purpose of this agreement is to regulate totally the terms and conditions of employment previously regulated by the Social and Community Services Employees (State) Awards.

5. TERMS OF ENGAGEMENT

5.1 General

5.1.1 The employee will be an employee of The Buttery Incorporated and as such will be responsible to the Director or through any person appointed by the Director.

5.1.2 The employee shall be employed as a permanent, fixed term or casual employee.

5.1.3 The employer shall inform each employee in writing as to the terms of his or her engagement, and in particular whether he or she is a full time, fixed term or casual employee.

5.1.4 The employer shall provide each employee with duty statement and terms and conditions of employment, upon engagement.

5.1.5 Both employer and employee will sign a contract upon which they agree to the terms and conditions of employment and the duties of the positions.

5.1.6 The duty statement shall specify the duties to be performed by the employee. The Job Description may be varied, but only after consultation between the employer and the employee. The employee shall be informed, in writing, of any variation to the statement of duties.

5.1.7 The employee shall be informed, in writing of any variation to the terms and conditions of employment and the employees agreement sought for any changes to previous arrangements.

5.2 Categories of Employees

5.2.1 Full time employment

An employee engaged on a full time basis being a person working 35 hours per week and not specifically engaged on a fixed term or casual basis shall be entitled to full time benefits.

5.2.2 Part time employment.

An employee specifically engaged on a part time basis being a person engaged to work prescribed hours for less than 35 hours per week, but for a minimum period of 7 hours per week shall be paid on a proportionate basis to the appropriate full time employee and shall be entitled to the provisions on a proportionate basis; unless provided otherwise.

5.2.3 Fixed term employment

An employee engaged on a fixed term basis, being a person engaged for a specified period being more than one month at any one time, shall be paid the appropriate fortnightly rate and will accrue entitlements on a proportionate basis unless specified otherwise.

5.2.4 Casual employment

Employees shall only be engaged on a casual basis for temporary duties or relieving duties or for a special purpose for a period of less than one month. A casual employee is one engaged and paid as such and be will paid an hourly rate equal to one thirty-fifth of the appropriate weekly rate, plus an additional loading of fifteen per cent

5.3 Probationary employment

- 5.3.1 The employee shall be appointed to the position subject to the satisfactory completion of a period of probation which shall be determined by the Director.
- 5.3.2 The period of probation shall be for an initial period of not more than three months provided that where considered by the employer to be justified, the initial probationary period may be extended by a further probationary period of not more than three months. In no case shall an employee be employed on a probationary basis for a period exceeding six months.
- 5.3.3 Notwithstanding any provision contained elsewhere in this Agreement the employment of a probationary employee may be terminated by the employer or the employee upon the giving of one week's notice or the payment or forfeiture of one week's salary where such notice is not given.

6. SALARY

- 6.1 The salary paid to the employee shall be determined by their classification in accordance with the following definitions;

BUTTERY INC. DRUG AND ALCOHOL COUNSELLOR CATEGORY 1.

means a person who is employed to provide service delivery on an individual or community basis. Such persons may be required to exercise initiative and independent judgement without reference to another employee in a distinct and defined area of the Buttery program, but shall in no case be required to develop policies or exercise initiative beyond the distinct and defined areas outlined in the duty statement for this position.

BUTTERY INC. DRUG AND ALCOHOL COUNSELLOR CATEGORY 2.

means a person who, subject to a minimum, of control and direction by other employees, performs varied and complex tasks including service delivery. Such employees may be required to exercise substantial responsibility, initiative and independent judgement and have an extensive knowledge of the complexities of the therapeutic community as a treatment modality for chemical dependence. The range of tasks to be performed is defined in the duty statement.

BUTTERY INC. DRUG AND ALCOHOL COUNSELLOR CATEGORY 3.
(DIRECTOR OF THE AGENCY)

a senior administrative or policy development officer. This person does not receive instruction from other employees regarding his/her duties and is responsible for developing and implementing policies in relation to general or specific aspects of The Buttery's treatment service.

These categories are based on the definitions of Social Welfare Workers documented in the Social and Community Services Employees (State) Award.

Subject to these definitions an employee shall be appointed to the first level of the appropriate category and shall proceed from level to level within that category on each anniversary of such appointment provided however,

- (a) an employee employed as a Drug and Alcohol Counsellor Category 1. with a relevant post secondary qualification shall be appointed at least at level 2 of the Category.
- (b) an employee employed as a Drug and Alcohol Counsellor Category 2. with a relevant degree or diploma shall be appointed at least at level 2 of the Category.

Any claim for a variation to these rates of pay within the classification defined, where such claims are based on years of previous relevant experience or higher tertiary qualification, should be determined by The Buttery Board of Management in consultation with the Director.

- 6.2 Annual increments to salaries will accompany years of service and under the minimum conditions requirement of the Industrial Relations Act 1991 will be maintained at or above the minimum rates defined in the Social and Community Services Employees (State) Award. This will be done by way of variation in accordance with the requirements of the Act.
- 6.3 Subject to 6.2, any other increases agreed to by the employer and the employee will be subject to the funding from the Dept of Health being available and a satisfactory job appraisal for each employee.
- 6.4 Employees being employed on a fixed term or casual basis will usually be paid the Year One (1) rate of the appropriate position.

- 6.5 Salaries will be paid by cheque, or by bank deposit, as agreed between employer and employee, on a regular day.
- 6.6 A payslip showing gross salary, all deductions and the net amount payable shall be issued with each payment.
- 6.7 The rates of pay for Counselling staff shall be as set out in Table 1 below.

BUTTERY INC. DRUG AND ALCOHOL COUNSELLOR. CATEGORY 1.

	Per Annum	Weekly	35hr
1st year of service	22,680.00	434.99	12.42
2nd year of service	24,436.00	462.91	13.22
3rd year of service	25,390.00	486.95	13.91
4th year of service	26,850.00	514.96	14.71
5th year of service	28,036.00	537.70	15.36

BUTTERY INC. DRUG AND ALCOHOL COUNSELLOR. CATEGORY 2.

1st year of service	25,824.00	495.29	14.15
2nd year of service	27,079.00	519.35	14.83
3rd year of service	28,333.00	543.40	15.52
4th year of service	29,588.00	567.47	16.21
5th year of service	30,843.00	591.53	16.90

THE BUTTERY INC. DRUG AND ALCOHOL COUNSELLOR CATEGORY 3.

(THERAPEUTIC COMMUNITY -DIRECTOR)

1st year of service	32,538.00	620.60	17.73
2nd year of service	33,929.00	650.73	18.59
3rd year of service	35,878.00	688.11	19.66
4th year of service	38,508.00	738.55	21.10

- 6.8 To ascertain the equivalent weekly rate of the annual salary such annual rates must be divided by 52.14. Subject to 2.2 increments beyond the scope of this table will be negotiated with the Director and the Board of Management.
- 6.9 The Buttery Inc does not pay shift allowances or penalty rates for irregular hours, for being on call at times or for working on public holidays.

7. ALLOWANCES AND EXPENSES

7.1 General

- 7.1.1 Subject to the prior approval of the employer, the employee is entitled to reimbursement of all reasonable expenses incurred in the course of their duty.

7.2 Travel & Related Expenses

- 7.2.1 An employee who is required to travel in the course of his or her employment other than to and from the usual place of employment, shall be reimbursed, or paid in advance for all reasonable travelling expenses.

7.3 Vehicle

7.3.1 An employee who, with the approval of the employer, is required to use their own vehicle on official business, shall be paid a vehicle allowance equal to the rates prescribed from time to time by Regulation 91 made pursuant to the Public Service Act, 1979; or any other provision replacing that regulation. A record of odometer readings will be required as evidence of usage.

7.3.2 There will be two rates of allowances:

- (i) Official Business - employee permanently or regularly uses own car for official use.
- (ii) Specified Journey - employee uses own car on exceptional or one off basis.

7.3.3 Vehicles used under this clause must be covered by comprehensive insurance.

7.3.4 If an accident or damage occurs to a vehicle being used under this clause, the employer will cover the cost of any excess.

7.3.5 Where an employee wishes to use Buttery Inc. vehicles for private use, this can only be done with the permission of the Director or the Board of Management.

7.4 Performance of Higher Duties

7.4.1 A permanent employee shall be given first preference before employment of a casual person is considered where there is a temporary vacant position involving a higher rate of pay.

7.4.2 The selection criteria for performing higher duties are:

- a. That the person could satisfactorily perform the duties required immediately after a short period of training and/or orientation.
- b. That the person possesses qualifications (if any) stated in duty statement.

7.4.3 Where the period of relief is greater than four weeks, all staff should be given the opportunity to indicate interest.

7.4.4 Where more than one person is eligible or has indicated an interest to provide relief, the recommendation from the supervisor to the Director should indicate the reasons for selection.

- 7.4.5 Temporary relief in a position pending a permanent appointment to that position will be no more than a period of three months. Extensions will only be approved by the Director in exceptional circumstances.
- 7.4.6 Higher Duties Allowance
- 7.4.6.1 A staff member who is appointed temporarily to perform required duties of a higher classified position and who performs all of the duties required to be performed, shall be paid at a rate equivalent to the base rate of the higher position.
- 7.4.6.2 The minimum period for which higher duties will be paid is for a period in excess of 5 consecutive working days. (ie: a 35 hour working week)

8. SUPERANNUATION

8.1 Definitions

- (a) "Ordinary time Earnings" shall mean remuneration for an employee's weekly number of hours of work, calculated at the ordinary rate of pay.
- (b) "Employee" means any person employed on a full time or part time basis and casual employees who earn more than \$120.00 gross per month employed under the terms of this Agreement.
- (c) "Employer" means the Board of Management of The Buttery Inc.

8.2 Contributions

- (a) Subject to subclause 8.1 and this subclause, an employer shall contribute to the superannuation fund the equivalent of 4 per cent of each employee's ordinary earnings or such deductions as required by the Occupational Superannuation Standards Act 1987 and regulations pertaining thereto and as amended from time to time.

8.3 Fund Membership

- (a) On engagement, and for existing employees, the employer shall make the employee aware of his/her entitlements under this clause and offer the employee the opportunity to become a member of a fund. An employee shall be required to properly complete the necessary application form(s) to become a member of a fund.

(b) The employer shall make contributions in accordance with paragraph (a) of subclause 8.1 on behalf of all eligible employees once such employees complete and submit the necessary application form(s) to the superannuation fund.

(c) Where an employee is not a member of a fund, but eligible to join a fund, the employer shall remind the employee in writing of his/her entitlements within a period of a further three months from the date of becoming eligible for superannuation.

9. HOURS OF ATTENDANCE

9.1 Ordinary hours of work

- 9.1.1 Normally the employee shall work:
a maximum of one hundred and forty (140) hours in any four weekly period; a maximum of twenty (20) days in any four weekly period.
- 9.1.2 Travel time on official business in addition to the time an employee normally would travel between home and designated work place will be considered work time.
- 9.1.3 An employee shall not be required to work more than five (5) hours without a meal break of at least thirty (30) minutes.
- 9.1.4 Periods of fifteen (15) minutes shall be allowed to employees for morning and afternoon tea.
- 9.1.5 The employee will work a minimum of 70 hours per fortnight on average, usually between 8:00 a.m. and 6:00 p.m. However, the position requires flexible hours and may require work out of usual office hours and being at times on call. The employee will need to manage their own hours to meet the needs of the position. Staff maybe required to do this from time to time.
- 9.2 "Sleepover"
- 9.2.1 "Sleepover" means a continuous period during which an employee is required to sleepover at the work place and be available to deal with any urgent situation which cannot be dealt with by another worker or be dealt with after the end of the sleepover period.
- 9.2.2 The employer shall take all reasonable steps to enable the employee to sleep on the premises, including the provision of a bed and, in addition, access to a bathroom, a toilet and a meal room will be provided free of charge to the employee.

- 9.2.3 An employee shall only sleepover under the following conditions:
- a. There is an agreement between the employee and the employer in respect of sleepover periods required at least a week in advance except in the case of an emergency; and
 - b. a sleepover period shall always consist of eight continuous hours.
- 9.3 Time Records
- 9.3.1 In accordance with the provisions of s.183(1) of the Industrial Relations Act 1991.
10. LEAVE
- 10.1 Annual Leave
- 10.1.1 An employee shall be entitled to four (4) weeks annual leave per annum, unless the Annual Holidays Act, 1944 specifies a more beneficial minimum period of annual leave.
- 10.1.2 As far as is practicable, the wishes of the employee shall be taken into consideration when fixing the time or times for the taking of annual leave.
- 10.1.3 The rate of pay applying to annual leave is the current ordinary rate of pay plus a leave loading bonus of 17.5% of the gross salary for the period of leave.
- 10.2 Additional Holiday Pay
- 10.2.1 In recognition that the nature of the work may require employees to work out of usual office hours and at times to be on call, employees are entitled to an extra two weeks (pro rata) holiday per year at their current ordinary rate of pay. There will be no leave loading bonus for this additional leave.
- 10.3 Leave in Advance
- 10.3.1 Leave in advance can be taken in special circumstances to a maximum of 20 days per year with the approval from the Director.
- 10.3.2 No Annual Leave Loading is payable to an employee who takes annual leave in advance; if the employment of such an employee continues until the day when he or she would have become entitled to an annual holiday, the loading then becomes payable and it is to be calculated in accordance with weekly rate payable on that day.

10.3.3 The employer is entitled to recover any monies paid in excess of that due if the employee leaves the organization after taking leave in advance.

10.3.4 Upon retirement or termination for any reason other than misconduct, an employee is entitled to be paid an annual leave loading on annual leave accrued. On resignation or dismissal for reason of misconduct annual leave loading is not payable when an employee is granted annual leave accrued.

11. OTHER LEAVE

11.1 Sick Leave

11.1.1 An employee shall be entitled to seventy (70) hours sick leave on full pay subject to the following conditions:-

11.1.2 Proof of the illness or injury shall be furnished through a medical certificate after three (3) days absence from normal duties.

11.1.3 An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to worker's compensation.

11.1.4 If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year up to five years.

11.1.5 If the employee becomes sick or is injured whilst on annual leave, the employee shall be granted, at a time convenient to the employer, additional leave equivalent to the period of sickness or injury occurring within the scheduled period of annual leave. Proof of such illness or injury shall be furnished through a medical certificate.

11.1.6 The employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employer's opinion circumstances are such not to warrant such requirement.

11.1.7 Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for work and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within 24 hours of the commencement of such absence.

- 11.1.8 There shall be no payment of portions of leave not taken on retirement or termination.
- 11.1.9 Where an employee has, in accordance with this clause, taken sick leave, the employee shall not be required to work any ordinary hours other than those previously rostered so as to avoid or minimize the requirement on a employer to provide paid sick leave.
- 11.1.10 Fixed term employees shall be entitled to a minimum of one weeks sick leave per year. After six months of total service additional sick leave will accrue at a rate of five point thirty eight (5.38) hours per each four weeks of service. Accrued sick days can be carried over into the next contract up to a maximum of seventy (70) hours full and seventy (70) hours half pay provided the interruption between two contracts has not been for more than twelve(12) months.
- 11.1.11 For the purpose of this Agreement, illness shall include stress and mental ill health.

11.2 Bereavement Leave

- 11.2.1 An employee shall, on the death of a person with whom the employee is in a bona fide domestic relationship (eg., spouse) or parent or child, brother, sister, grandparent, father-in-law or mother-in-law, be entitled on notice to leave up to and including the day of the funeral of such person and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work. Reasonable proof of such death shall be furnished by the employee to his/her employer.
- 11.2.2 For the purpose of this clause the word "spouse" shall include wife or husband from whom the employee is separated and a person who lives with the employee in a defacto relationship.
- 11.2.3 If the employee becomes sick or is injured whilst on bereavement leave, the employee shall be granted additional leave equivalent to the period of sickness or injury occurring within the scheduled period of bereavement leave. Proof of such illness or injury shall be furnished through a medical certificate.

11.3 Special Leave

- 11.3.1 Various types of special leave are available depending on need. Special leave cannot be accumulated from year to year.

- 11.3.2 In the case of domestic or other pressing necessity, an employee shall be entitled to up to five days unpaid leave in each twelve months of service, to be taken at mutually agreed times.
- 11.4 Parental Leave
- 11.4.1 In accordance with the provisions of the Industrial Relations Act 1991.
- 11.5 Long Service Leave
- 11.5.1 All employees shall be entitled to be paid long service leave in accordance with the Long Service Leave Act 1955.
- 11.6 Jury Service
- 11.6.1 A full-time or part-time employee (as defined) required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wages he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- 11.7 Educational leave
- 11.7.1 Any employee, other than casual, shall be entitled to up to a maximum of five paid study days per year. (Study leave for casual employees can be negotiated with the Director). This leave is subject to the approval of the Director and can only be granted if it complies with the Study Leave Guidelines. The Buttery will reimburse travel fees equivalent to the bus or train travel, and will reimburse course fees.
- 11.7.2. Study leave is subject to the approval of the Director, and can only be granted if it complies with the Study Leave Guidelines.
12. WORK BREAKS
- 12.1 Meal Breaks
- 12.1.1 Where practicable, a lunch break of not less than thirty minutes shall be allowed each day, provided that no employee shall be required to work more than five hours continuously without a meal.

- 12.1.2 Where practicable, a dinner break of not less than thirty minutes shall be allowed where duty extends beyond 7:00 p.m. on any day.

(Note - Nothing in this clause should be deemed to mean that an employee would be deprived of, nor deprive themselves of a meal break, simply because of pressure of general work.)

12.2 Rest Break

- 12.2.1 A paid break for morning or afternoon tea shall be allowed to employees in an 8-hour working period, its timing to be subject to mutual agreement between employer and employees at any particular location.

13. DISCIPLINARY PROCEDURE

- 13.1 Disciplinary action can be taken against employees whose workperformance is unsatisfactory. Where the employer considers that disciplinary action is necessary the following procedure will be followed:

- 13.2 The employer must inform the employee of the reason for the proposed disciplinary action, and the employer and employee shall discuss this. If following this discussion disciplinary action is taken it shall be in the form of a verbal warning only. The employer in giving such a verbal warning must state to the employee how s/he must improve her/his performance. The employee may be represented by a nominee present if s/he wishes. The warning must be recorded on the employees personal file, and a copy given to the employee. After six (6) months if no further disciplinary action occurs, this record is destroyed.

- 13.3 Where the problem for which the employee has received a verbal warning persists during the six (6) weeks of the warning or re-occurs within the six (6) months period following the initial verbal warning, the following procedure will be followed.

- 13.4 The employer must advise the employee in writing of complaints concerning his/her performance. This notice will also contain:
Advice that disciplinary action is being considered by the employer. Prior to any decision being reached on disciplinary action being taken against the employee, the employee will have a chance to discuss the complaint against her/him, and the disciplinary action being considered.

- 13.5 If following the meeting a decision is taken to impose a disciplinary penalty on the employee, such a penalty will comprise a written warning known as 'the first written warning'. It will specify the reasons for it being given and detail how the employee must improve his/her performance.
- 13.6 A copy of the warning will be placed on the employees personal file. After twelve (12) months such record will be destroyed if no further disciplinary action occurs.
- 13.7 Where the problem persists after six (6) weeks of the first written warning or re-occurs within six (6) months a decision is taken by the Employer to impose a disciplinary penalty on the employee, such penalty will comprise a written warning known as 'the final written warning'.
- 13.8 Actions of an employee which directly affect the work performance of other employees will initially be dealt with under the Guidelines for Conflict Resolution in the Workplace. Disciplinary procedures as outlined can be taken when such actions are not resolved through conflict resolution.

14. GRIEVANCE PROCEDURE

- 14.1 Any dispute or grievance by the employee arising out of the interpretation of the Agreement or any other working conditions or complaints, shall be dealt with in the following manner:
- 14.2 In the first instance, the employee shall attempt to solve the grievance with his/her immediate supervisor or manager.
- 14.3 Where any such attempt has failed, or where the dispute or grievance is of such a nature that a direct discussion between the employee and his/her supervisor or manager would be inappropriate, the matter is referred to the Management Committee for decision, or to a Disputes Sub-Committee, established by the Management Committee, to consider the matter. The employee shall be entitled to have a nominee present if desired. The meeting shall take place within seven working days of written notification to the employer of a dispute or grievance.

- 14.4 The employee may appeal against the decision of the Management Committee to a grievance Committee comprising the President, Secretary, independent outsider determined by the Director and a nominee by the employee.
- 14.5 Whilst the above grievance procedure is being followed, work shall continue normally where it is agreed that there is an existing practice, but in other cases work shall continue on the instruction of the employer. No party shall be prejudiced as to the final settlement by the continuation of work with this clause.
- 14.6 Nothing in this clause shall abrogate the rights of the employee under the Industrial Relations Act 1991.

15. **TERMINATION OF EMPLOYMENT**

15.1 **Instant Dismissals**

- 15.1.1 Termination by an employer shall not be unfair, unjust or unreasonable.
- 15.1.2 For the purpose of this clause, termination of employment shall include termination with or without notice.
- 15.1.3 Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, homosexuality or other sexual preference, sex marital status, family responsibilities, being differently physical abled, pregnancy, religion, political opinion, ethnicity and social origin shall constitute a unfair, unjust or unreasonable termination of employment.
- 15.1.4 The employee shall be dismissed instantly, without notice in the case of (serious) misconduct, disobedience, breach of confidentiality.
- 15.1.5 Instant dismissal will be justified in the case where there is a fundamental breach of the Enterprise Agreement, where there is more than one act of misconduct or in the case of dishonesty or fraud.
- 15.1.6 Serious misconduct, as a reason for instant dismissal, is misconduct involving either dishonesty or harm, or a real fear of possibility of injury or harm, to others.

- 15.1.7 Other grounds for instant dismissal are physical assault, failure to observe safety rules, sexual harassment and a reasonable period of abandonment of employment. Failure to abide by the Staff Code of Ethics (Attachment 1) will also be grounds for dismissal. Before dismissal takes effect the employee will have one (1) week to defend against the charges during which period s/he will be suspended from the workplace.
- 15.1.8 In cases other than in section 11.1.4 an employee shall not be dismissed unless they have received a verbal warning, first written warning and final written warning as prescribed in the disciplinary procedure, and the problem and/or complaints for which the employee has received these three disciplinary penalties persists or reoccurs.
- 15.2 "Termination of Employment"
- 15.2.1 In the case of full-time permanent employees four (4) weeks notice of termination in writing must be given by the employer with reasons for the termination in writing. Where the service of an employee is terminated without due notice he or she shall be paid four (4) weeks salary in lieu of thereof. Employees still in the probationary period, casual or fixed term employees must be given one week notice. Any termination must be approved by the Director/Management Committee.
- 15.2.2 A full-time or part-time permanent employee must give four (4) weeks notice of resignation, provided that a lesser period of notice may be given, subject to arrangement between employer and employee. Employees still in the probationary period, casual or fixed term employees must give one week notice.
- 15.2.3 An employee with more than two (2) months service on leaving or being dismissed shall, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service shall at least contain information as to the length and nature of the employment of the employee.

15.2.4 Upon termination of employment for any reason, the employer shall furnish the employee with a certificate of service in the following form:

- i) Employee's name
- ii) Period of employment: From To
- iii) Title of position
- iv) Salary scale
- v) Nature of work
Including if applicable, details of numbers of other staff supervised by employee
- vi) Name of company
- vii) Worked to our satisfaction - when applicable
- viii) Signed by Employer

(16) DURESS

This agreement was not entered into under duress by any party to it.

(17) TERM

This agreement shall operate from the date of registration and shall remain in force for a period of three(3) years unless varied or terminated earlier by the provisions provided in the Industrial Relations Act 1991

Signed for and on behalf of The Buttery Inc

Signature *[Handwritten Signature]*

Printed Name and Occupation *Pat McOWEN*

Witness *Farrington Solicitor*

Employees

Name and Occupation Petra Schledde Date 6/12/94

Signature *Drug + Alcohol Counsellor*

Witness *Petra Schledde* Date 6/12/94

Signature *[Handwritten Signature]*

Name and Occupation SUE CLEGG Date 6/12/94

Signature *ALCOHOL + OTHER DRUGS COUNSELLOR*

Witness *[Handwritten Signature]* Date 6/12/94

Name and Occupation Brendan Gerard Healey Date 6/12/94

Signature *ALCOHOL + OTHER DRUGS COUNSELLOR*

Witness *[Handwritten Signature]* Date 6/12/94

Name and Occupation PAUL HEYLAN Counsellor Date 6/12/94

Signature *A.O.D.*

Witness *[Handwritten Signature]* Date 6/12/94

Name and Occupation RADHA ANDERSON Date 6/12/94

Signature *COUNSELLOR*

Witness *[Handwritten Signature]* Date 6/12/94

Name and Occupation BARRY EVANS - Director Date 6/12/94

Signature *[Handwritten Signature]*

Witness *Radha Anderson* Date 6/12/94

STANDARDS FOR RESIDENTIAL TREATMENT SERVICES

AS APPROVED BY THE AUSTRALIAN THERAPEUTIC COMMUNITIES ASSOCIATION

"A MODEL STAFF CODE OF ETHICS"

The primary obligation of all staff is to ensure the quality of services to clients in treatment. The relationship between the staff and the client is a special one and it is essential that staff have both the maturity and the ability to handle the responsibility entrusted to them.

All staff must be aware that they are part of a profession which must carefully watch over its own activities and those of its clients. This Code of Ethics relates to staff at all times, both at and away from their work.

BEHAVIOUR TOWARDS CLIENTS

Staff members must:

1. Conduct themselves as mature and positive role models.
2. Maintain all client information in the strictest confidence with regard to all applicable laws and agency rules.
3. Provide all clients with a copy of the "Agency Bill of Rights" and ensure that all aspects are understood and implemented by both the staff and the client.
4. Respect all clients by maintaining a non-possessive, non-punitive and professional relationship with them.
5. Provide service without discrimination of race, creed, religion, gender, national origin, sexual preference, age, disability, political affiliation, previous criminal record or financial status. With respect to the position of staff in the case of special circumstances.
6. Recognise that the best interest of the client may be served by referring or releasing that person to another agency or professional.
7. Prohibit any sexual relationship of any kind with any client.
8. Compensate adequately a client for any work performed personally for a staff member.
9. Prevent the exploitation of a client for personal gain.

BEHAVIOUR TOWARDS OTHER STAFF MEMBERS

Staff members must:

1. Work with other staff members recognising the importance of a team approach in a therapeutic community.
2. In situations of conflict use agency grievance procedures for problems or differences of opinion to settle any disputes.
3. Demonstrate a commitment to provide the highest quality care through personal effort.
4. Use other professionals or services which will benefit the client when appropriate.
5. Accept supervision of work practice.

BEHAVIOUR TOWARDS THE EMPLOYING AGENCY

Staff members must:

1. Maintain the policies and procedures of the employing agency using the available procedures to question policies or suggest changes of direction in the agency.

BEHAVIOUR TOWARDS OTHER AGENCIES

Staff members must:

1. Be open-minded about services provided in other responsible therapeutic communities.
2. Show a willingness to assist other service modalities and to use these agencies for the direct benefit of the client.

SELF-REGULATING BEHAVIOUR

Staff members must:

1. Realistically assess their own personal strengths, limitations, biases, vocational strengths and effectiveness and remain open to feedback and constructive criticism.
2. Make a commitment to take personal responsibility for continued growth through further education and/or training.
3. Refrain from behaviour which reflects badly upon themselves and upon their program.

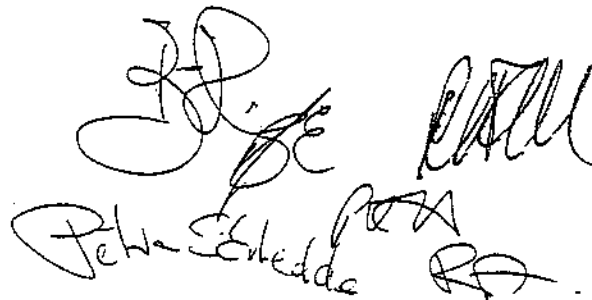
THE BUTTERY INCORPORATED ENTERPRISE AGREEMENT.

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 John Schelde