

ENTERPRISE AGREEMENT

NO: E.A. 390 /1995

DATE REGISTERED: 16-11-95

PRICE: \$ 38-00

1. TITLE

This agreement shall be known as the **Burnside Coffs Harbour Substitute Care Staff Agreement**.

2. ARRANGEMENTS

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3. PARTIES TO THE AGREEMENT

This agreement is made in pursuance of the NSW Industrial Relations Act 1991, in accordance with the provisions of Sections 115-142 of the said Act, between Burnside (an agency of the Uniting Church in Australia) of 13 Blackwood Place, North Parramatta, NSW on the one part and a Works Committee representing employees of the said employer in the following occupations: Direct Care Worker and Senior Direct Care Worker; which are described in more detail in Clause 6. These employees are employed at the following location:

Lot 653
Coramba Road
KARANGI NSW 2450

4. INTENTION

This agreement shall regulate totally the terms and conditions of employment previously regulated by the Social and Community Services Employees (State) Award.

5. TERMS OF THE AGREEMENT

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

6. POSITION DEFINITIONS

Substitute Care Staff are employed in the following positions, to provide for the physical, psychological and social needs of the residents in care.

"Direct Care Worker" means a person who is engaged to work in a residential unit which operates shifts which primarily are less than 24 hours. Employees would normally return to their own residence at the end of each shift and are required to work in addition to ordinary shifts, either awake night shifts or sleepover shifts (See Clause 22).

"Senior Direct Care Worker" means a person who is engaged to work in a residential unit which operates shifts which primarily are less than 24 hours. Employees would normally return to their own residence at the end of each shift. The Senior Direct Care Worker supervises Direct Care Workers and is required to work either awake night shifts or sleepover shifts.

Both these positions satisfy the definition of "Social Welfare Worker Category 1" under the Social and Community Services Employees (State) Award in that these employees are responsible for the needs of the adolescents and children in Burnside's care. They are required to exercise initiative and independent judgement but are under the general supervision of a Unit Co-ordinator/Program Manager. These employees are not required to develop policy for or co-ordinate a service.

7. TERMS OF ENGAGEMENT

- 7.1 Burnside 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, part-time or casual employee, preferably 2 weeks prior to the commencement of work.
- 7.2 Burnside shall provide each employee other than a casual with a job description outlining specific duties to be performed, upon engagement.

8. CASUAL EMPLOYEES

- 8.1 "Casual Employee" shall mean an employee engaged and paid as such.
- 8.2 A casual employee shall be paid an hourly rate equal to one thirty-sixth of the appropriate weekly rate prescribed for a permanent employee in Clause 10, plus an additional loading of 15%.
- 8.3 A casual employee shall be paid a minimum of four hours at the appropriate rate for each engagement.
- 8.4 A casual employee engaged to undertake shift work, shall be paid the prescribed shift allowances for the appropriate shift in addition to the loading prescribed in subclause 8.2 of this clause.
- 8.5 Casual employees are entitled to payment in lieu of annual leave at the end of each engagement in addition to entitlements under this clause - i.e. an amount equal to one twelfth of the employee's base rate of pay* (which includes the casual loading) for such period of engagement. Because it is difficult to determine when the engagement of a casual employee ends, this will be incorporated into the employee's hourly rate and will, therefore, be included in any regular payments made to the employee.

* Refer to 11.1.

9. PART TIME EMPLOYEES

- 9.1 "Part-time employee" shall mean a person who works a specified number of shifts or part-shifts or hours, being less than those worked by a full-time employee in a four weekly period.
- 9.2 Part-time employees shall be paid an hourly rate calculated on the basis of one thirty-sixth of the appropriate weekly rate prescribed by Clause 10.
- 9.3 Part-time employees shall receive conditions of employment which are proportional to the conditions of employment offered to full time employees, based on the number of hours normally worked per fortnight as stipulated in the letter of appointment. Any additional hours worked will be covered by Clause 17.

10. GRADING STRUCTURE AND SALARY PROGRESSION

- 10.1 (a) Existing staff who are covered by the conditions of employment outlined in this agreement, will be paid at the grade and level which most accurately reflects the level of their performance.
- (b) i) The level and grade at which a new staff member is appointed will be influenced by his/her work history and the level and relevance of tertiary qualifications.
- ii) New staff should receive a performance review after their first three months' of service.
- iii) New staff employed as Direct Care Workers are not to be appointed at Grade 4 unless exceptional circumstances exist.
- 10.2 a) Salary reviews are undertaken annually at the time of the employee's annual performance appraisal. The performance appraisal should be held as close as possible to the anniversary of the employee's appointment at Burnside:
- b) In special circumstances, an employee may seek approval from the Program Manager for a salary review prior to the anniversary of his/her appointment. The salary review must be undertaken in conjunction with a performance appraisal.
- 10.3 Casual staff will initially be employed at Grade 1. Progression to Grade 2 following a performance appraisal would not normally take place until the second year of regular employment with Burnside.
- 10.4 Burnside reserves the right to withhold a salary increase if an employee has consistently failed to address particular areas of poor performance. Employees are entitled to ask Burnside to review this decision after a period of three months.

10.5 Salary Scales:

a) **Direct Care Workers**

Grade	Level 1	Level 2	Level 3	Level 4
1	476 (\$24,835)	482 (\$25,134)	492 (\$25,671)	502 (\$26,208)
2	513 (\$26,755)	523 (\$27,282)	533 (\$27,819)	544 (\$28,356)
3	554 (\$28,893)	564 (\$29,430)	575 (\$29,967)	585 (\$30,504)
4	595 (\$31,041)	606 (\$31,578)	616 (\$32,115)	628 (\$32,760)

b) Senior Direct Care Workers

Grade	Level 1	Level 2	Level 3	Level 4
1	567 (\$29,537)	578 (\$30,128)	589 (\$30,719)	600 (\$31,309)
2	614 (\$32,008)	625 (\$32,598)	637 (\$33,189)	648 (\$33,780)
3	661 (\$34,478)	672 (\$35,069)	684 (\$35,660)	695 (\$36,250)

10.6 In keeping with National Wage Case decisions and increases in the costs of living, and taking into account general wage increases in this industry, Burnside will review the current pay scales on each anniversary of the date of the registration of the Agreement.

10.7 Loading for Intensive Units

Direct Care Staff working in intensive units will be entitled to be paid a two level loading. For example, a staff member classified as a Grade 3, Level 1, will be paid as a Grade 3, Level 3. This loading is in recognition of the potentially more difficult work in intensive units.

The loading will only be paid whilst the staff member is working in an intensive unit. If a staff member transfers to another Burnside location, Burnside will discontinue this payment.

11. PAYMENT OF WAGES

11.1 Employees are paid a weekly rate according to their grade, as outlined in Clause 10. The hourly rate is determined by dividing the weekly rate by 36. For the purpose of this agreement, this will be referred to as the base rate of pay, i.e. that rate of pay which does not include any penalties or allowances, but in the case of casuals includes the casual loading.

Full-time employees are paid an average of 72 hours per fortnight regardless of the actual number of rostered hours worked. Staff who consistently have a negative balance of hours during a 3 month period, will be asked to make up these hours by deducting them from their accrued time-in-lieu balance. Refer to Clause 18.

11.2 All wages shall be paid fortnightly by electronic funds transfer into the employee's nominated bank/credit union account not more than five days following the end of the pay period. The pay day selected, once agreed, shall not be changed without the agreement of a majority of the employees. Wages shall be transferred to the nominated account within twelve (12) hours of the close of business on the nominated pay day.

11.3 Upon termination, wages due to an employee and any other monetary entitlements, shall be paid on the date of termination or forwarded by post on the next working day.

11.4 Burnside may deduct from amounts due to an employee (either as gross or net pay) such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.

11.5 On pay days, Burnside shall provide for each employee a statement in writing showing the gross salary including hours worked in addition to the roster and allowances; the amount deducted for taxation purposes; particulars of other deductions and net amount paid.

11.6 Where it is acceptable to both Burnside and employee, Burnside may develop an individual salary package for that employee. In such cases, the gross remuneration, i.e. cash and benefits before tax is deducted) would not fall below the gross salary currently provided for under the Social and Community Services Employees (State) Award.

When a position which is subject to a salary package becomes vacant, that job shall be advertised at the salary level and conditions which would normally apply without the salary package.

12. SUPERANNUATION

12.1 Definitions

- a) "Act and Regulations" means the Occupational Superannuation Standards Act 1987 and Regulations pertaining thereto, and as amended from time to time.
- b) "Employee" means any person employed on a full-time or part-time basis and casual employees who earn more than \$450 gross per calendar month. Exemptions apply to employees who are under 18 and who are not working full-time for Burnside, and employees who are non-residents. The \$450 threshold will be indexed annually in accordance with the Superannuation Guarantee Levy.
- c) "Ordinary Time Earnings" shall mean remuneration for an employee's weekly number of hours of work as outlined in Clause 10, excluding hours worked in addition to the roster, calculated at the base rate of pay, and in addition thereto shall include, where applicable, the following:-

Monday to Friday shift premiums for ordinary hours of work

Weekend shift premiums for ordinary hours of work.

It does not include any allowances paid such as the sleepover allowance.

- d) The "Superannuation Fund" shall mean the Burnside Superannuation Fund or The Health Employees Superannuation Trust Australia or any other fund(s) as agreed upon between Burnside and employees bound by this agreement.

12.2 Contributions

- a) Subject to sub-clause 12.1 and this subclause, Burnside shall contribute to the superannuation fund not less than that required under the Superannuation Guarantee Levy legislation.
- b) Such contributions will be made to the superannuation fund in the manner and at the times specified by the terms of the Fund or in accordance with any agreement between Burnside and the Trustee of the Fund.

12.3 Fund Membership

- a) On engagement, and for existing employees, Burnside shall make the employee aware of his/her entitlements under this clause and offer the employee the opportunity to become a member of the appropriate fund. Burnside shall provide the employee with full details of the superannuation fund defined in the clause. An employee shall be required to properly complete the necessary application form(s) to become a member of the fund.
- b) Burnside shall make contributions in accordance with paragraph a) of subclause 12.2 on behalf of all eligible employees once such employees complete and submit the necessary application form(s) to Burnside.

12.4 Absence from Work

- a) Paid Leave

Subject to the Trust Deed of the fund of which the employee is a member, absences from work will be treated in the following manner:-

Contributions shall continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, such leave and bereavement leave.

- b) Unpaid Leave

Contributions shall not be required to be made in respect of any absence from work without pay.

- c) Work Related Injury and Sickness

In the event of an eligible employee's absence from work due to work related injury or sickness, contributions shall continue for the period of the absence (subject to a total of 52 weeks total absence for each injury or sickness) provided that the member of the fund (employee) is receiving payments pursuant to Workers' Compensation legislation.

13. HOURS OF WORK

- 13.1 Full-time employees will be rostered on to work an average of 36 hours per week over a 52 week period.
- 13.2 Burnside in rostering ordinary hours of work shall take all reasonable steps to accommodate reasonable requests of the employee.
- 13.3 Nothing in this clause will limit the right of the employee to instigate the disputes procedure contained in Clause 35 of this Agreement.

14. MEAL BREAKS

In accordance with program requirements, meals are normally eaten on the premises with the residents who are at home at the time. All time taken to eat the meal is paid working time.

(NOTE: Nothing in this Clause should be deemed to mean that an employee would be deprived of nor deprive themselves of a meal simply because of pressure of general work).

15. REST BREAKS

In accordance with program requirements, morning and afternoon teas are normally eaten on the premises with the residents who are home at the time. All time taken for morning and afternoon tea is paid working time.

16. ROSTER OF HOURS

16.1 The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Where reasonably practicable, such roster shall be displayed at least two weeks' prior to the commencing date of the first working period in any roster. Provided that this clause shall not make it obligatory for Burnside to display a roster of ordinary hours of work for relieving staff or casuals.

16.2 Provided further that a roster may be altered at any time to enable the services of Burnside to be carried on where another employee is absent from duty on account of illness or in emergency, but where any such alteration involves an employee working on a day which would have been his or her day off such time worked shall be compensated in accordance with Clause 17.

17. HOURS WORKED IN ADDITION TO ROSTERED HOURS

17.1 a) Permanent employees who are required to work another employee's shift (i.e. normally being a single engagement of 7 hours or longer which they were not rostered to work) are entitled to either:

- i) be paid at the base rate of pay plus shift penalties plus an emergency relief allowance of 10% for those hours worked; or
- ii) accrue time in lieu of additional hours worked.

In the case of an employee who has a negative time in lieu balance, these extra hours must be accrued as time in lieu until such time as the employee has a positive time in lieu balance.

Employees must indicate on their time sheets if they wish to be paid for these extra shifts, otherwise it will be assumed that they wish to accrue this time as time in lieu.

b) Staff must record the reason for working the additional hours or shift in the appropriate register at the residential unit.

- c) Employees are prohibited from working more than 17 hours without a four hour rest break or sleepover, unless exceptional circumstances exist. In which case, they must have direct approval from the Program Manager or the relevant Clinical Worker in advance of working such hours.

17.2 Permanent employees who are required to work additional hours to their roster which are less than a full shift must accrue this time as time in lieu, except in the case where the amount of hours worked in one single engagement is more than 7 hours. Refer to Clause 18.

18. TIME IN LIEU

18.1 Time in lieu when taken is paid at the normal base rate of pay irrespective of when the time was accrued.

- 18.2 a) Permanent employees can carry forward a maximum of 16 hours time in lieu into the next fortnightly period and indefinitely.
- b) In exceptional circumstances, time in lieu can be carried forward in excess of 16 hours, however, prior approval must be obtained from the Program Manager.

18.3 Circumstances in which time in lieu can be accrued.

Time in lieu can be accrued:

- a) to attend pre-planned meetings, including assessments, reviews, etc.
- b) if the next person on shift is late.
- c) where appropriate because of a 'crisis' at the unit.
- d) as deemed appropriate by the Senior Direct Care Worker.

18.4 How time in lieu is to be taken.

Time in lieu should be taken at appropriate times, for example, when a full staffing complement may not be required. Time in lieu should be taken as it is generally accumulated, i.e. by way of short periods rather than full shifts.

18.5 Approval to accrue and take time in lieu.

- a) The Senior Direct Care Worker must approve all time in lieu accrued and taken, except in the case where 18.2 b) applies. Staff should seek approval for a time in lieu shift, on the appropriate request form.
- b) All time in lieu accrued and taken must be recorded in the time in lieu register at the unit.
- c) Unexpected circumstances at the unit may require the Senior Direct Care Worker to revoke previously approved time in lieu shifts, however, staff should be given as much notice of this as possible. Time in lieu should not be taken if this would leave the unit understaffed.

18.6 Negative Balance

Staff are entitled to accrue a negative balance of time in lieu hours to a maximum number of 16 under the following circumstances:

- a) when the person who is rostered on duty on a public holiday takes the day off and the rostered hours exceed 7. The difference between the rostered hours and 7 hours can be accrued as a negative balance of time in lieu hours.
- b) as otherwise approved by the Program Manager.

Staff who work additional hours to their roster, while ever they have a negative balance of time in lieu, must offset these additional hours worked against the negative time in lieu balance, i.e. until their time in lieu balance is equal to or greater than zero. There is no entitlement to an emergency relief allowance of 10% whilst the employee has negative time in lieu hours. Refer to Clause 17.1 a).

18.7 Termination.

On termination, staff who have a negative balance of time in lieu hours will have the equivalent number of hours deducted from their termination pay. Staff who have a positive balance of time in lieu hours up to the maximum level of 16 hours permitted [or more hours as in the case where additional hours have been approved as per subclause 18.2 b)], will have these hours paid out at a 1:1 rate.

19. CALL BACKS

- 19.1 An employee who is recalled to work after leaving the place of employment shall be paid for a minimum of four hours' work at the appropriate rate for such time so recalled; provided that the employee shall not be required to work the full four hours if the work the employee is recalled to perform is completed in a shorter period.

20. PUBLIC HOLIDAYS

- 20.1 Employees who are full-time, part-time or casual and are required to, and do, work a shift on a public holiday, shall be paid double time and a half for such hours worked on the public holiday. Shift allowances will not be paid during those public holiday hours worked.
- 20.2 Full-time employees, whose ordinary working time includes public holidays, and who are rostered off duty on a public holiday and do not work, shall have a day (7.2 hours) added to their day in lieu of public holiday entitlements, or be paid a day's pay (7.2 hours) additional to their normal 72 hours worked per fortnight at Burnside's discretion.
- 20.3 Employees, whose ordinary working time includes public holidays, and who are rostered on duty on a public holiday but do not work, should claim on their time sheets the number of hours that would normally have been worked as per the roster. If the number of hours as per the roster is not equal to 7.2 hours, then the staff member shall claim the difference as time in lieu on the time sheets and also in the appropriate register in the unit.
- 20.4 Casual employees are not entitled to any compensation for public holidays which they do not work.

21. SHIFT WORK

21.1 Definitions -

- a) For the purpose of this clause, "shift work" means a work-cycle which regularly falls outside the hours of 6 am and 8 pm Monday to Friday. Shift starting and finishing times are indicated on the roster.
- b) "Evening Shift Hours" means any hours between 8 pm and 12 midnight.
- c) "Night Shift Hours" means any hours between 12 midnight and 6 am the following day.

21.2 Engagement in Shift Work:

An employee is engaged in shift work by Burnside where it is necessary due to the nature of the service that an employee regularly works significant hours outside the hours of 6 am to 8 pm Monday to Friday.

Where Burnside wishes to engage an employee in shiftwork, Burnside shall advise the employee in writing, specifically the period over which shiftwork is ordinarily to be worked.

21.3 Shift Allowances:

- a) The following rates are effective from the date of registration of the Agreement.
 - [1] 10%
 - [2] 15%
 - [3] 30%
 - [4] 50%
- b) An employee working evening shift hours as defined shall be paid a loading of [1] on his or her ordinary rate of pay for those hours worked in the evening shift category.
- c) An employee who works night shift hours as defined shall be paid a loading of [2] on his or her ordinary rate for those hours worked in the evening shift category.
- d) An employee who works between midnight Friday and midnight Saturday shall be paid a loading of [3] on his or her ordinary rate for those hours worked between these times.
- e) An employee who works between midnight Saturday and midnight Sunday shall be paid a loading of [4] on his or her ordinary rate for those hours worked between these times.

22. SLEEPOVER SHIFTS

- 22.1 "Sleepover" means a continuous period during which an employee is required to sleepover at the workplace, 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.
- 22.2 Burnside 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.
- 22.3 An employee shall only "sleepover" under the following conditions:
- (a) There is an agreement between Burnside and the employee in respect of sleepover periods required at least a week in advance, except in the case of an emergency.
 - (b) Preferably a sleepover period shall consist of six continuous hours,
- 22.4 An employee engaged on a "sleepover" shall be paid a sleepover allowance of \$55. (This rate is indexed to any general increase by Burnside to the salary scales which apply to staff covered by the Agreement). Such payment is compensation for the sleepover and for all necessary work up to one hour duration during the sleepover period. Any necessary work in excess of one hour during the sleepover will be paid for at the normal hourly rate which includes any applicable shift allowances.

23. BREAKS BETWEEN SHIFTS

- 23.1 Rostered shifts subject to sub-clause 23.2 of this clause, shall be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.
- 23.2 The provisions of sub-clause 23.1 above shall not apply to any sleepover shift whether or not that shift is connected with an ordinary rostered shift.

24. ANNUAL LEAVE

- 24.1 Permanent employees shall be entitled to annual leave after each twelve months of continuous service. Annual leave may be taken in advance, i.e. as it accrues on a pro rata basis provided approval has been given by the Program Manager.
- 24.2 Such annual leave shall be:-
- a) if the employee is regularly rostered for duty over seven days of the week - five weeks with pay after each twelve months of continuous service. If and when ex-gratia days are provided by Burnside, these days are to be included as part of the 5 weeks' annual leave.
- Employees to whom this provision applies, receive a total of 180 hours annual leave in any one year, which is taken as per the roster.
- b) for all other full-time employees - 4 weeks annual leave and part-time employees - pro rata annual leave with pay after each twelve months of continuous service.

24.3 Payment for annual leave is in accordance with the Annual Holidays Act 1944.

25. ANNUAL LEAVE LOADING

25.1 For the purpose of this clause, the Act referred to is the Annual Holidays Act 1944.

25.2 Annual leave loading is to be paid at the same time as the employee is paid for his/her annual leave.

25.3 The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this agreement subject to subclause 25.5 b).

25.4 The loading is to be calculated in relation to any period of annual holidays to which the employee becomes, or has become, entitled to under this agreement, or, where such a holiday is given and taken in separate periods, then in relation to each separate period.

25.5 a) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause 25.4 at the rate per week of 17 -1/2% of the substantive grade and level in which the employee was employed immediately before commencing his/her annual holiday.

b) The loading is to compensate employees for any shift penalties they would have been entitled to as per the roster if they were not on annual leave. If the value of the penalties the employee would have received is greater than the 17-1/2% leave loading, then the employee is entitled to receive payment for the penalties instead of the annual leave loading.

Penalties shall not be paid for public holidays which the employee would have been rostered on to work, had he/she not been on annual leave.

25.6 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that if the employment of such an employee continues until the day when they would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause 25.5 of this clause applying to the substantive grade and level in which the employee was employed immediately before commencing his/her annual holiday.

25.7 Where Burnside, or part of it, is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned -

a) an employee who is entitled to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause 25.5 of this clause;

b) an employee who is not entitled to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to them, such proportion of the loading that would have been payable to them under this clause if they had become entitled to an annual holiday prior to the close-down as their qualifying period of employment in completed weeks bears to 52.

- 25.8 a) Where the employment of an employee is terminated by Burnside for a cause other than misconduct and at the time of the termination the employee has not been given, and has not taken, the whole of any annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause 25.5 a) of this clause for the period not taken.
- b) No loading is payable when an employee terminates his/her employment.

26. BEREAVEMENT LEAVE

- 26.1 An employee shall, on the death of a person with whom the employee is in a bona fide domestic relationship (e.g. 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 three ordinary days' work as per the roster. Payment for bereavement leave is at the base rate of pay. Reasonable proof of such death shall be furnished by the employee to Burnside on request.
- 26.2 Provided, however, that this Clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 26.3 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 de facto relationship.

27. SPECIAL LEAVE

In the case of domestic or other pressing necessity, an employee shall be entitled to up to five shifts unpaid leave in each twelve months of service, to be taken at mutually agreed times, provided that any such request for each leave shall not be unreasonably refused by Burnside.

28. SICK LEAVE

- 28.1 a) In the event of an employee becoming sick and unfit for duty, all full time permanent staff shall be entitled to 10 days' sick leave on full pay for each year of service. Sick leave entitlements are not paid in advance but as they accrue.
- Payment for sick leave will be at the substantive grade and level in which the employee was employed immediately before commencing sick leave. Penalty rates which the employee would have been entitled to if he/she had worked, will not be paid on sick leave.
- b) Sick leave may also be used to enable staff to attend a family member who is ill where the staff member will be the primary care giver, provided that the employee receives at least 5 days per annum.
- c) For the purpose of this Clause, illness shall include stress and mental ill health.
- 28.2 Burnside may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive rostered shifts or where in the Program Manager's opinion circumstances are such not to warrant such requirement.

Frank J. [Signature]
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28.3 Each employee shall take all reasonable practicable steps to inform the Program Manager 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 prior to the employee being absent.

28.4 If the full period of sick leave as described above is not taken in any year, such proportion as is not taken shall be cumulative up to five years. There shall be no payment of portions of leave not taken, on retirement or termination.

28.5 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 minimise the requirement on Burnside to provide paid sick leave.

29. PARENTAL LEAVE

See provisions of Chapter 2, Part 2, Division 3 of the Industrial Relations Act 1991.

30. FAMILY LEAVE

Full time permanent staff may access Sick Leave (10 days), Annual Leave (5 days) entitlements to attend a family member who is ill, where the staff member will be the primary caregiver. Part time staff will receive a pro-rata equivalent.

31. LONG SERVICE LEAVE

All employees shall be entitled to be paid long service leave in accordance with the Long Service Leave Act 1955.

32. ADDITIONAL LEAVE

As a flexible employment initiative, up to two weeks additional leave may be provided to staff by way of salary sacrifice. Staff will have to nominate for this provision and the loss of two weeks' salary will be spread over the full working year.

33. JURY SERVICE

33.1 A full-time or part-time employee (as defined) who is required to attend for jury service during his or her ordinary working hours shall be paid for the hours in attendance at the base rate of pay by Burnside provided he/she reimburse Burnside for any monies received by the Court.

33.2 An employee shall notify Burnside as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give Burnside documentary proof of his or her attendance, the duration of such attendance, and the amount received in respect of such jury service.

34. MOTOR VEHICLE ALLOWANCE

Where employees are required by Burnside to use their motor vehicle in the course of their duty, they shall be paid an amount of 38 cents (< 1600 cc) and 42.1 cents (> 1600 cc) respectively per/km travelled during such use. Such amounts will be adjusted in line with the Social and Community Services Employees (State) Award.

Before using the vehicle for Burnside business, the employee must sign a declaration that the vehicle is currently comprehensively insured.

35. HIGHER DUTIES ALLOWANCE

- 35.1 An employee who is called upon to perform the duties of another employee in a higher classification under this agreement for a minimum of five consecutive shifts as determined by the roster shall be paid for the shifts during which those duties are performed at a rate not less than the minimum rate appropriate for the nature of the duties being undertaken.
- 35.2 An employee required to perform the work of another employee shall not suffer any reduction in his or her base salary.

36. FIRST AID

A permanent full-time employee who holds a current first aid certificate issued by the St. John's Ambulance Association or Australian Red Cross Society or equivalent qualification, and who is required by Burnside to be available to perform first aid duty at his or her workplace shall be paid an allowance of \$5.64 per week flat rate.

37. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

- 37.1 In the event of a dispute arising out of disciplinary action or from any claim for any other reason, the following procedure will apply:-
- a) The matter shall first be discussed by the aggrieved employee(s) with the immediate supervisor.
 - b) In the event of failure to resolve the dispute, a third party nominated by the aggrieved employee(s) shall confer with the appropriate supervisor and/or manager of the employee(s). If the dispute is still unresolved, the staff concerned will meet with the relevant Senior Manager, who will further inform the Chief Executive Officer of the outcome of the discussions.
 - c) In the event of failure to resolve the dispute by means of amicable agreement between the parties, such party to the agreement may notify the matter to the Industrial Registrar of New South Wales, pursuant to Chapter 3 of the Industrial Relations Act 1991, New South Wales. The parties will then attempt to reach a settlement at the conciliation stage of the compulsory conference, so called.
 - d) Should a settlement not be reached by conciliation, the dispute shall proceed to arbitration in the normal manner and both parties agree to accept the decision of the relative industrial tribunal, subject to each party's rights under the Act.
- 37.2 It is the purpose of this procedure that normal work continue while the above is being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the disputes procedure. Provided that this clause does not limit Burnside's right to summarily dismiss any employee for misconduct which justifies instant dismissal.

38. TERMINATION OF EMPLOYMENT

The employment of a full-time or part-time employee may be terminated by two week's notice on either side or by the payment by Burnside or forfeiture by the employee of two week's pay in lieu of notice. This shall not affect Burnside's right to dismiss an employee without notice for misconduct which justifies instant dismissal.

39. REDUNDANCY

The Standard Employment Protection Act 1982 provisions for severance, redundancy and retrenchment pay will apply.

40. EMPLOYEES' INDEMNITY AGAINST CIVIL LIABILITY

Burnside shall be responsible, in accordance with the Employees' Liability (Indemnification of Employer) Act 1982 to indemnify employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee.

41. TIME RECORDS

- 41.1 Employees are responsible for completing their own timesheets at the end of each shift worked. These timesheets should be correctly written up in ink.
- 41.2 Such daily records shall be preserved in good order and condition and kept available for inspection for a period of at least six years.

42. AMENITIES

- 42.1 Burnside shall provide reasonable toilet and washing facilities for the use of employees in each office or workplace.
- 42.2 Burnside shall supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of each worksite.
- 42.3 Burnside shall provide reasonable facilities for the taking of meals, including a table and chairs, boiling water, refrigerated water, a refrigerator and a suitable cupboard for the storing of utensils and supplies.

43. CAMPS

Employees will be paid 2 x 8 hour shifts to cover the day periods they are on duty whilst camping with residents. One employee is entitled to a sleepover shift for each night spent at the camp.

44. DISCRIMINATION ON ACCOUNT OF INDUSTRIAL ACTION

As per the provisions of The Industrial Relations Act, 1991.

45. SUSPENSION FROM DUTY

Staff who are suspended from duty pending an investigation concerning alleged misconduct or other serious matter such as breach of their employment contract, will receive their normal base rate of pay at their substantive level and grade, excluding penalties or other allowances which relate to actual attendance at work, until the matter is resolved.

If in the opinion of Burnside, the matter is proven, then Burnside reserves the right to dismiss the employee without notice. Wages will only therefore be paid up until the time of the dismissal.

46. DECLARATION

This agreement has been entered into by the parties shown in Appendix A. These parties have signed this agreement in acknowledgment that no duress has been placed on any of the parties to agree to any clause contained in this document. All parties have entered into this agreement having read and fully understood all clauses contained in the agreement.

SIGNATORIES TO THE BURNSIDE SUBSTITUTE CARE STAFF AGREEMENT

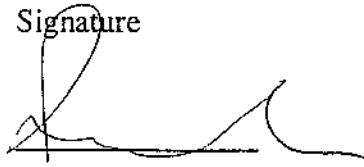
I hereby sign this Enterprise Agreement, having read and fully understood all its clauses.

REPRESENTING BURNSIDE;

Name

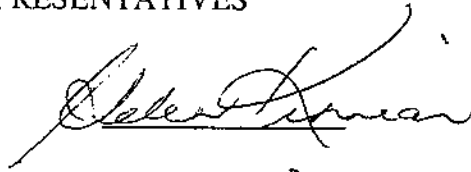
Signature

Paul McMahon

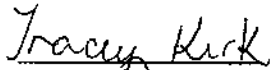
A handwritten signature in black ink, appearing to read 'Paul McMahon', written over a horizontal line.

WORKS COMMITTEE REPRESENTATIVES

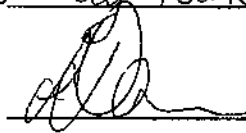
Helen Kinnear

A handwritten signature in black ink, appearing to read 'Helen Kinnear', written over a horizontal line.

Tracey Kirk

A handwritten signature in black ink, appearing to read 'Tracey Kirk', written over a horizontal line.

Lindy Davis

A handwritten signature in black ink, appearing to read 'Lindy Davis', written over a horizontal line.