

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA08/2

TITLE: The Buttery Enterprise Agreement 2007

I.R.C. NO: IRC7/1925

DATE APPROVED/COMMENCEMENT: 20 November 2007 / 20 November 2007

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA99/25

GAZETTAL REFERENCE: 8 February 2008

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees employed by The Buttery located at 346 Lismore Road, Binna-Burra NSW 2479, who are engaged as Community Service Workers, Office Administration Staff including Administration, Financial and Continuous Quality Improvement, Residential Care Workers and who fall within the coverage of the Social and Community Services Employees (State) Award and the Clerical and Administrative Employees Award.

PARTIES: The Buttery Incorporated -&- Naomi Chaghghi, Beverly Allen Clarke, Colin Clarke, Renato Conroy, Jane Elizabeth Conway, Glen Dark, Roy Geoffrey Dennett, Wayne Doyle, Deborah Felton, Susan Ferguson, Cameron Fleming, Brett Foster, Christian Gruft, Michael Hanley, Deidre Ikin, John Kerr, Annie Killeen, Melissa Matveyeff, Nicole Morgan-Smith, Paul Phillips, Gary Edwin Pike, Paul Stolzenhein, Delia Tipping, Christopher Tricker, Madhusudan Venkatachalam, Ben Von Einem, David Warmington

THE BUTTERY INCORPORATED ENTERPRISE AGREEMENT - 2007

1. PARTIES TO THE AGREEMENT

An enterprise agreement, made in pursuance of the NSW Industrial Relations Act 1996 in accordance with the provisions of Part 2 of the said Act, entered into on 1st July 2007 between The Buttery of 346 Lismore Road, Binna-Burra on the one part and the employee's of The Buttery in The Buttery, Binna-Burra with the occupations of Community Services Worker, Office Administration Staff, Residential Care Worker and Program Managers - otherwise covered by the Social and Community Services Employees (State) Award, and the Clerical and Administrative 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 Enterprise Agreement 2007.

3. INCIDENCE

This agreement will apply to The Buttery and its employees instead of the New South Wales Social and Community Services Employees (State) Award and the NSW Clerical and Administrative Employees (State) Award effective from 20th November 2007.

4. INTENTION

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

4.1 The intent of the Agreement is also to:

Create and maintain harmonious industrial relations at the Buttery;
Provide for the participation of staff in the implementation of changes to support the Buttery's mission while minimising adverse impacts on staff;
Support strategies that enhance the Buttery's position as an organisation providing services for people affected by addictions.
Strengthen the Buttery's service delivery through improvements in productivity, efficiency, effectiveness, quality, flexibility and equity through the contribution of staff; and
Foster the development of a positive, safe and productive workplace culture.

5. TERMS OF ENGAGEMENT

5.1 General

- 5.1.1 The employee will be an employee of The Buttery 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, full time, part time, 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, part 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.
- 5.1.8 The Buttery will consult with staff affected by changes to previous arrangements and where they request, a staff representative(s) will consult with management following a decision by the Buttery that changes are required in organisation, structure or technology which may have significant consequences for the organisation or employees or where the Buttery decides to proceed with a significant change proposal.
- 5.1.9 Staff representatives will constitute a Staff Consultative Committee which comprises of one (1) staff member from each service team.

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 less 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;

THE BUTTERY CLERICAL, ADMINISTRATIVE and FINANCIAL ADMINISTRATION EMPLOYEES

Means that the employee's principal function of his/her employment, as determined by the employer, is of a clerical nature and is described as follows.

- (a) The employee may work under direct supervision with regular checking of progress.
- (b) An employee applies knowledge and skills to a range of tasks related to information handling, communication, financial administration and general office duties as laid down in the job description. The choice of actions required is clear.
- (c) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

THE BUTTERY CONTINUOUS QUALITY IMPROVEMENT ADMINISTRATIVE EMPLOYEES.

Means 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 services. This officer does receive instruction from Executive Management.

THE BUTTERY RESIDENTIAL CARE WORKERS.

Means a person employed to provide social support services in the Buttery within a defined area of care in the residential setting.

BUTTERY COMMUNITY SERVICES WORKER CATEGORY A.

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 different models of intervention in the therapeutic community, and outreach programs. The range of tasks to be performed is defined in the duty statement of each position.

BUTTERY COMMUNITY SERVICES WORKER CATEGORY B

Means an employee who is responsible for co-ordinating projects, managing the operation of a distinct service(s) of a larger organisation which may include supervision of staff, and under direction from senior management would undertake a variety of tasks of a specialised or detailed nature. The employee in this position would be required to exercise specialised judgement within particular areas of service delivery.

BUTTERY COMMUNITY SERVICES WORKER CATEGORY C

Shall mean an employee who would not ordinarily receive instructions from another employee as to the performance of their duties; and who is responsible for any one or more of the following:

- (i) The overall administration/co-ordination of a service, agency or workplace of the employer, including the supervision of one or more Category B employees;
- (ii) Is primarily engaged in developing and implementing policies and/or programs at a senior level for a service in relation to general or specific aspects of social and community welfare services;
- (iii) Is primarily engaged in the administration/co-ordination of a program offered under the auspices of The Buttery Inc.

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 Buttery Community Services Worker Category A level 1. with a relevant post secondary qualification 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.

Annual increments to salaries will accompany years of service and be subject to a satisfactory job appraisal with the exception of employees who:

- a) due to qualifications and experience commence employment at the highest year of service within their grade. or ;
- b) due to years of service have attained the highest level within the relevant grade.

Movement to a higher classification shall occur by way of promotion or reclassification.

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 statutory requirements as outlined in the Industrial Relations Act 1996 and Enterprise Agreement principles of the Full Bench of the Industrial Relations Commission in matter IRC5033 of 1996 will be maintained at or above the minimum rates defined in the Social and Community Services Employees (State) Award and the Clerical and Administrative Employees (State) Award. This will be done by way of variation in accordance with the requirements of the Act.

In addition where funding permits, and increments in salary rates above the defined rates are agreed to by Management and staff they will be passed onto staff without the

requirement to renegotiate the whole Enterprise Agreement. Any variation to the other terms and conditions of the Enterprise Agreement will require a formal review.

- 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 NSW Department of Health and the North Coast Area Health Service being available and a satisfactory job appraisal for each employee.
- 6.4 Employees being employed on a casual basis will usually be paid according to the relevant category with a 15% loading on the 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 pay-slip showing gross salary, all deductions and the net amount payable shall be issued with each payment.
- 6.7 The rates of pay for Office Administrative Staff, Residential Care Workers and Community Services Support staff and Program Manager shall be as set out in the Table below, the weekly rate is based on a 35 hour week for full time employees.

BATTERY OFFICE ADMINISTRATIVE STAFF

	Per Annum	Weekly	Hourly
1 st Year	31,862.75	611.10	17.46
2 nd Year	34,399.36	659.75	18.85
3 rd Year	35,049.02	672.21	19.20
4 th year of service	36,498.00	700.00	20.00

BATTERY OFFICE ADMINISTRATIVE STAFF - FINANCIAL.

Clerical/Finance	40,731.76	781.20	22.23
Bookkeeper/Finance	43,113.26	826.87	23.62

THE BUTTERY CONTINUOUS QUALITY IMPROVEMENT ADMINISTRATIVE EMPLOYEES.

1 st year of service	41,060.25	787.50	22.50
2 nd year of service	43,113.26	826.87	23.62

BATTERY INC. RESIDENTIAL CARE WORKER.

1 st year of service	29,180.15	559.65	15.99
2 nd year of service	31,023.30	595.00	17.00

THE BUTTERY COMMUNITY SERVICES WORKER CATEGORY A.

1 st year of service	39,235.35	752.50	21.50
2 nd year of service	40,421.54	775.25	22.15
3 rd year of service	41,187.99	789.95	22.57
4 th year of service	42,374.18	812.70	23.22

THE BUTTERY COMMUNITY SERVICES WORKER CATEGORY B.

1 st year of service	50,640.97	971.25	27.75
2 nd year of service	53,560.82	1027.23	29.34

THE BUTTERY COMMUNITY SERVICES WORKER CATEGORY C.

1 st year of service	53,560.82	1027.23	29.34
2 nd year of service	58,916.80	1129.97	32.28
3 rd year of service	64,783.95	1242.50	35.50

- 6.8 To ascertain the equivalent weekly rate of the annual salary such annual rates must be divided by 52.14. Subject to 6.2 increments beyond the scope of this table will be negotiated with the Director and the Board of Management.
- 6.8 The Buttery does not pay shift allowances or penalty rates or accrued time in lieu for irregular hours, for being on call at times or for working on public holidays.
- 6.10 All part and full time staff will be offered an employment package consisting of a salary, a superannuation component paid at the legislated rate and a staff benefit component. The terms and conditions of this package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Social and Community Services Award.
- 6.11 The staff benefit component will consist of the payment of the employees debts directly to the employees creditors, up to the current annual threshold value of the Fringe Benefit as determined by the Australian Taxation Office.
- 6.12 The employer shall confirm in writing to the employee the details of the remuneration package, including the value of the non salary component of the package.
- 6.13 The configuration of the remuneration package shall remain in force for the period agreed between the employer and the employee.
- 6.14 The employer must ensure that no employee accrues any benefit beyond 30 June in any financial year and that all benefits to which an employee is entitled to under these arrangements are paid prior to 30 June in any financial year.

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 have the cost of petrol reimbursed. A record of odometer readings will be required as evidence of usage together with a receipt for the fuel purchased.
- 7.3.2 Vehicles used under this clause must be covered by comprehensive insurance.
- 7.3.3 If an accident or damage occurs to a vehicle being used under this clause, the employer will cover the cost of any excess.
- 7.3.4 Private use of a Buttery vehicle may form part of an employment package, the value of this option and consent to structure the employment package to include a vehicle is to be negotiated between employer and employee.

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).

7.5 First aid allowance

- 7.5.1 Staff will forego a first aid allowance in lieu of first aid training provided and funded by the Buttery. Employees will, however, be required to use two days (2) of their annual allocation of study leave.

8. SUPERANNUATION

8.1 Definitions

An employer shall contribute to a superannuation fund on behalf of each eligible employee, such superannuation contributions as required to comply with the Superannuation Guarantee (Administration) Act 1992 as amended from time to time.

- (a) "Ordinary time Earnings" shall mean remuneration for an employee's weekly number of hours of work, calculated at the ordinary gross rate of pay calculated before salary sacrifice or staff benefit adjustments are made .
- (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 sub-clause 8.1 and this sub-clause, an employer shall contribute to the superannuation fund such deductions as required by the Superannuation Guarantee (Administration) Act 1992 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 sub-clause 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. If the employee fails to nominate a fund then the employer contributions will be lodged with a default fund which will be determined from time to time by the employer.

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 full time 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.

9.2.4 Employees on a sleepover period who are woken and required to deal with an urgent situation and are kept awake for over one hour can claim for two hours of additional work in recognition of the 'sleep disruption'. The incident needs to be logged in the Daily Record for handover.

9.3 Time Records

9.3.1 In accordance with the provisions of the Industrial Relations Act 1996.

10.0 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% on the gross salary for the period of leave.

10.1.3 If the full period of annual and unloaded leave is not taken in any year, the whole or any

untaken portion shall be cumulative from year to year, up to two (5) years unless pre arranged with the Director.

10.2 Additional Unloaded Leave.

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, or are rostered on a recognised Public Holiday 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 organisation 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 the equivalent of two weeks standard employment per year 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 two (2) 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 (5) 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 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 minimise 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 time 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 de-facto 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 Parental Leave**
- 11.3.1 In accordance with the provisions of the Industrial Relations Act 1996.
- 11.4 Long Service Leave**
- 11.4.1 All employees shall be entitled to be paid long service leave in accordance with the Long Service Leave Act 1955.
- 11.5 Jury Service**
- 11.5.1 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 four paid study days per year pro rata to their hours of employment. 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 or upon receipt of the least expensive plane fare.
- 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 contained in the Organisational Manual. Study leave will apply to First Aid Training and other workforce development education deemed appropriate by management.
- 11.7.3 Residential Care staff will be provided with professional development in First Aid Training and crisis counselling as requirements for the position.

11.8 Carers Leave

- 11.8.1 An employee with responsibilities in relation to a class of person set out in 11.8.3 needs their care and support shall be entitled to use, in accordance with this sub clause any sick leave entitlement for absences to provide care and support for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day. The employee shall, if required,
- 11.8.2 Establish by production of a medical certificate or statutory declaration, of the person concerned and that the illness is such as to require care by another person, or establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

The entitlement to use sick leave in accordance with this sub clause is for the person described in 11.8.3.

- 11.8.3 The person concerned being the child, step, or foster child of the employee.

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 work performance 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 four (4) 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 four(4) 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'. A subsequent reoccurrence of the problem will be grounds for dismissal.
- 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.

- 14.3 Where any such attempt has failed, the dispute is referred to the Director (the person authorised by the Board of Management to employ staff and manage staffing matters) The employee shall be entitled to have a nominee present if desired and the employer will also be entitled to representation by its industrial advocate. The meeting shall take place within seven working days of written notification to the employer of a dispute or grievance where practicable.
- 14.4 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.
- 14.5 If the matter is not resolved at the conclusion of discussions the Director will provide a response to the employees grievance including the reasons for not implementing any proposed remedy.
- 14.5 Nothing in this clause shall abrogate the rights of the employee under the NSW Industrial Relations Act 1996 and if the dispute cannot be resolved by the parties, the NSW Industrial Relations Commission will be notified.
- 14.6 Grievances that do not relate to the interpretation or implementation of this Agreement, such as individual grievances, can be dealt with under the Grievance Resolution Procedures for Workplace Related Grievances as contained in The Buttery Policy, Procedure and Information Manual

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 physically able, pregnancy, religion, political opinion, ethnicity and social origin shall constitute an 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 re-occurs.

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 4week 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 the length and nature of the employment of the employee.
- 15.3.4 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 1996

Signed for and on behalf of The Buttery Inc

Signature

Printed Name and Occupation

Witness