

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/44

TITLE: Baptist Community Services Aged Care Facilities (Kullaroo) Certified Agreement 2003

I.R.C. NO: IRC3/6944

DATE APPROVED/COMMENCEMENT: 19 December 2003

TERM: 31 July 2006

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 5 March 2004

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Baptist Community Services NSW & ACT located at 15 Balaclava Rd, Marsfield NSW 2122, engaged in the classifications of Carer New Entrant, Carer Grades 1-3, and Professional Support Grades 1 & 2, who fall within the coverage of the Charitable, Aged and Disability Care Services (State) Award

PARTIES: Baptist Community Services -&- the Health Services Union

Baptist Community Services Aged Care Facilities (Kullaroo) And Health Services Union Certified Agreement 2003

1. Title

This Agreement shall be known as the Baptist Community Services Aged Care Facilities (Kullaroo) Certified Agreement 2003.

2. Parties to This Agreement

This agreement shall be between Baptist Community Services NSW & ACT (ABN 90000049525), Head Office Located as 15 Balaclava Rd Marsfield in the State of New South Wales. (Henceforth referred to as "BCS")

And

The Health Services Union 2nd Floor, 109 Pitt Street SYDNEY NSW 2010

3. Arrangement of Agreement

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4. Application and Duration

Except as provided by this Agreement, the conditions of employment of the employee to whom this agreement applies shall be those contained in and the Charitable, Aged and Disability Care Services (State) Award as at 30th September 2003. Where there is inconsistency between this Agreement and the award, this agreement shall prevail.

The agreement is intended to take effect from the beginning of the first full pay period commencing on or after the date of approval, and shall remain in force until 31st July 2006 unless otherwise terminated or varied beforehand by mutual agreement of the parties. The parties to the agreement shall make themselves available to commence discussion of developing a replacement document.

5. Definitions

- 5.1. "Day Worker" means an employee who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 5:30 a.m. and before 10:00 a.m., otherwise than as part of a shift system.
- 5.2. A "Shift Worker" is any employee who does not fit the description of a day worker.
- 5.3. A "Seven Day Worker" means a full-time worker who is regularly rostered to work on Sundays and public holidays.
- 5.4. 'Regularly' in the above definition means 5/7th of the quantum of Sundays and public holidays from one anniversary of employment to the next, i.e., at least 7 public holidays per annum and 32 Sundays per annum. A majority of a Sunday shift or a public holiday shift would have to be worked to qualify for inclusion within the meaning of regular. (Eg. An 8 hour shift commencing at 2300 hours on a Sunday would not qualify within the definition as a Sunday shift for entitlement or calculation purposes)."
- 5.5. "Employer" shall mean Baptist Community Services NSW and ACT
- 5.6. "Employee" shall mean the person referred to in clause 2.
- 5.7. "Ordinary Pay" - includes base pay and over award payments for ordinary hours of work; Climatic and Isolation allowances; Leading Hand allowance; and Service allowance. It does not include shift or weekend penalties.
- 5.8. "Union" shall mean the Health Services Union.

6. Classification of Employees

- 6.1. All employees will be provided with a letter of engagement and a position description detailing their classification, at the start of their employment or any new engagement to a different classification.
- 6.2. Full-time employee, means an employee who is employed to work an average of 38 hours per week.
- 6.3. Part-time employee, means an employee who is employed to work a minimum or set number of hours, less than an average of 38 hours per week. Such minimum contracted hours shall be provided in writing upon commencement of employment. The specified number of hours may be balanced over a week or fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave.
- 6.4. Casual employee means an employee who is engaged and remunerated as such.
- 6.5. Carer means a person who is required to provide personal care, in accordance with Baptist Community Services philosophy of care, as directed, across the three streams; care, support and maintenance.
- 6.6. Carer New Entrant means an employee employed as such and has less than 500 hours work experience in the aged care industry who performs basic duties under direct supervision. Such employees perform

routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions including compliance with documentation requirements as determined by the employer. Problems should be referred to a more senior staff member. Indicative tasks an employee at this level may perform under the Care, Support and Maintenance Streams respectively include:

Carry out simple tasks under supervision to assist a higher grade Employee attending to the personal needs of residents.

General assistance to higher-grade employees in the full range of Domestic duties.

General labouring assistance to higher-grade employees in the full range of gardening and maintenance duties.

- 6.7. Carer Grade 1 means an employee employed as such and can demonstrate 500 hours work or has or can demonstrate relevant prior experience that enables the employee to work effectively at this level. Indicative tasks an employee at this level may perform under the Care, Support and Maintenance Streams respectively include:

Under limited supervision, provide assistance to residents in carrying out simple personal care tasks.

Performance under limited supervision of the full range of Domestic duties.

Performance under limited supervision of laboring duties associated with gardening and general maintenance activities.

- 6.8. Carer Grade 2 means an employee employed as such and has relevant skills and experience who is able to work both individually and in a team environment, subject to general supervision. Indicative tasks an employee at this level may perform under the Care, Support and Maintenance Streams respectively include:

Under limited supervision assist in the development and implementation of agreed Care Plans

Assist in the mentoring of Carer New Entrants and Carer Grade 1

The provision of a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident's Care Plan.

Assisting a higher-grade worker in the planning, cooking and preparation of the full range of meals.

Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trade skills or knowledge.

- 6.9. Carer Grade 3 means an employee employed as such and who holds either a Certificate Level III in Care Support Services or other appropriate Qualification/Experience acceptable to the employer and:

Is designated by the employer as having the responsibility for leading and/or supervising the work of others; or

Is required to work individually with minimal supervision and has been designated by the employer as having overall responsibility for a particular function within the facility.

Indicative tasks an employee at this level may perform include:

Coordinate, allocate and direct the work of staff.

Schedule work programs on a routine and regular basis.

Develop and implement programs of activities for residents.

Responsible for the planning, ordering and preparing of all meals.

Responsible for the provision of domestic services.

Drive a Minibus or Larger Vehicle.

Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades skills.

Undertake the more complicated repairs to equipment and appliances calling for trades skills.

Coordinate and direct the work of staff performing gardening duties.

6.10. Professional Support Grade One means an employee employed as such and who holds appropriate Trade Qualifications or a certificate IV level qualification in a health care profession and is required to act on them. Where the work of such an employee requires the holding of a licence, the licence allowance from the applicable State trades award shall be paid.

Employees at this level may be required to plan, direct, and train staff and comply with documentation requirements as determined by the employer and assist in the development of budgets.

6.11. Professional Support Grade Two means an employee employed as such and who holds an undergraduate degree in a relevant health care profession, or equivalent as determined by the employer and has met the requirements for entry into their respective professional body. Employees at this level may be required to perform duties such as:

Assist in managing the Facility in conducting its affairs in a way that is consistent with the objectives of the Accreditation Standards. To liaise with the Care Manager regarding breaches of facility policy and ward management problems which the employee is unable to solve.

Maintain and uphold policies, procedures, position descriptions and performance appraisal programs.

Assist with development of programs to improve resident care and encourage staff development.

To ensure that all staff under supervision maintain the highest standard of resident care, in line with the objectives of the Aged Care Accreditation Standards.

To liaise with all members of the health care team to provide an individualised care plan for each resident.

To act as a resource person for all members of staff and when necessary counsel, advise or correct staff members within limits of responsibility.

6.12. Disputes

Any disputes in relation to classification or reclassification must be handled as set out in clause 19 Dispute Settling Procedure.

7. Ordinary Hours

7.1. Day Workers

The ordinary hours of work for **day workers**, exclusive of meal times, shall not exceed 152 hours per 28 calendar-days to be worked Monday to Sunday and to commence on such days at or after 6.00 a.m. and before 10:00 a.m.

7.2. Where the employee requests and there are mutual benefits to both BCS and the employee they may agree to work ordinary hours outside this span of hours.

7.3. Shift Workers

The ordinary hours for **shift workers**, exclusive of meal times, shall not exceed 152 hours per 28 calendar days in each roster cycle.

7.4. Broken Shifts

With respect to broken shifts:

7.4.1. The time between the commencement and termination of a broken shift shall not exceed 12 hours.

7.4.2. There shall be a minimum break of 12 hours between broken shifts rostered on successive days. Provided that there may be a minimum break of 10 hours on not more than 12 occasions in a 28-day period.

7.4.3. Where broken shifts are worked, employees shall receive an allowance as set out in the table in annexure 2.

7.4.4. The non-work period of a broken shift shall not exceed 4 hours.

7.5. Minimum Engagement

7.5.1. Full time employees shall receive a minimum payment of four hours for each start.

7.5.2. Part time employees shall receive a minimum payment of two hours for each start.

7.5.3. Casual employees shall receive a minimum payment of two hours for each start.

7.6. Arrangement of Hours

7.6.1. Except by agreement where the employer has consented to paying overtime rates, employees shall be entitled to 8 ordinary days free of duty in each 28-day cycle.

7.6.2. Each shift shall consist of no more than 11 hours per day. Shifts in excess of ten hours shall not occur on more than 7 consecutive days in any 8-day period. Shifts of ten hours or less shall not occur on more than 11 consecutive days in any 12-day period.

7.6.3. There shall be a minimum break of eight hours between ordinary rostered shifts, which are not broken shifts.

8. Roster of Hours

8.1. A roster showing the ordinary hours of work for each employee shall be displayed on a roster accessible to employees at least two weeks prior to the commencement date of first working period in any roster.

8.2. The roster may be altered where an employee is absent for illness or emergency, to enable continuity of the organisation's service. Where such an alteration involves a full-time employee working on a

rostered day off, that employee may elect to be paid at overtime rates or have a day off in lieu, which shall be mutually arranged.

- 8.3. On agreement, the roster may change with less than 2 weeks notice.
- 8.4. Where a full-time employee is entitled to an allocated day off duty in accordance with clause 9, that allocated day off duty is to be shown on the roster of hours for that employee.

9. Allocated Day Off (ADO)

- 9.1. Full time employees may be given opportunity by the employer to arrange their hours in a manner that would allow the employee to work their ordinary hours on fewer than 20 days in the 28 calendar day cycle.
- 9.2. A full-time employee shall be entitled to an allocated day off unless they have agreed to arrange hours in line with clause 9.1
- 9.3. An allocated day off shall not be rostered on public holidays.
- 9.4. A full-time employee's ADO shall be determined by mutual agreement in accordance with operational requirements.
- 9.5. With mutual agreement, up to five ADOs may be accumulated and taken in conjunction with the employee's annual leave or at another time.
- 9.6. No time towards an ADO shall accumulate during:

Periods of workers' compensation

Unpaid Parental leave

Long service leave

Annual leave

Any period of unpaid leave or

However, an employee on returning to duty from the above mentioned leave shall be given the next allocated day off in sequence.

- 9.7. Credit towards an ADO shall continue to accumulate whilst an employee is on paid sick leave. Where an allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- 9.8. BCS values its employees' work-life balance and encourages staff to use ADOs as they accrue for the purposes of rest and recreational pursuits. Notwithstanding, a full-time employee entitled to an ADO under this clause may bank up to 5 ADOs. In the event that 5 ADOs are banked, no additional ADOs will be banked until the balance is at a maximum of 4 ADOs.

10. Rates of Remuneration

- 10.1. Employees will receive the rates of pay as per Annexure 1 of this document which refers to ordinary hourly rates of pay.
- 10.2. Rates of pay shall not be less than those provided for in the parent award.
- 10.3. By agreement with an employee, the current rate of pay specified in this agreement may be salary packaged in accordance with BCS salary packaging guidelines.

11. Superannuation

- 11.1. Baptist Community Services will make all obligatory superannuation contributions, as required by, and in a manner which is specified within the Commonwealth Superannuation Guarantee Administration Act, 1992 and its amendments. Employee contributions can be made but are not compulsory. Superannuation will be paid into either the Health Employees Superannuation Trust or Christian Super.

12. Allowances

12.1. Shift Allowances

Employees shall be paid the following percentages in addition to their ordinary rate for shifts rostered as follows:

10% for afternoon shift commencing at or after 10:00 a.m. and before 1:00 p.m.

12.5% for afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m.

15% for night shift commencing at or after 4:00 p.m. and before 4:00 a.m.

10% for night shift commencing at or after 4:00 a.m. and before 6.00 a.m.

- 12.2. Employees working less than the hours prescribed for a full-time employee shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 7.00 p.m.

12.3. Uniforms and Protective Clothing

12.3.1. The parties agree that BCS uniforms will be required to be worn by employees engaged under the terms of this agreement. Where employees' duties require them to work in a hazardous situation they shall be supplied with appropriate protective clothing.

12.3.2. Except where a uniform is provided, employees will receive a uniform allowance.

12.3.3. Employees will receive a cardigan or jumper allowance

12.3.4. Where employees are required to wear special shoes they shall receive an allowance.

12.3.5. Employees will also receive a laundry and dry cleaning allowance.

12.3.6. Allowances referred to in clause 11.2 are outlined in Annexure 3.

12.4. On Call

Where an employee is required to be on call, they shall be paid an allowance as outlined in Annexure 3

12.5. Higher Duties

12.5.1. An employee when called upon by the employer to undertake duties carrying a higher rate of pay than their ordinary classification shall be paid the higher rate for the time so spent performing the higher duties.

12.5.2. This clause shall not apply when an employee in a higher grade is absent from duty by reason of their allocated day off duty.

13. Overtime Penalties and Loadings

13.1. Overtime/ Working on Saturdays and Sundays

- 13.1.1. All time worked by employees outside the ordinary hours in accordance with clause 7 ordinary hours and clause 8 - roster of hours of this agreement shall be paid for at the rate of time and one half up to two hours each day and thereafter at the rate of double time; provided however that all overtime worked on Sunday shall be paid for at the rate of double time and one half. These rates are in substitution for shift allowances in clause 12.
- 13.1.2. Employees who are recalled to work overtime after leaving work shall be paid minimum engagement.

13.2. Rest Period after overtime

Employees working overtime without at least eight hours off duty between each shift shall be released until they have had eight consecutive hours off duty without loss of ordinary hours pay during their absence. If on instruction of their employer, an employee has not had eight hours off duty, that employee shall be paid at double rates until he/she has had eight hours off duty without loss of pay for ordinary working time.

13.3. Casual Employees

- (i). A casual employee is engaged on an hourly basis otherwise than as a full-time employee or part time employee. A casual employee may only be engaged in circumstances of short term periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility; or in the place of another employee who is absent; or in an emergency.
- (ii). A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Annexure one (1) plus ten percent thereof with a minimum payment of two hours for each start as shown in the casual column of Annexure one.
- (iii). For the entitlement to long service leave, refer to the *Long Service Leave Act (NSW) 1955*.
- (iv). For weekend and public holiday work, casual employees shall receive the rates at clause 12.1 in lieu of the 10% casual loading and all other penalty rates.
- (v). Overtime rates are payable on the hourly rate in lieu of the casual loading of 10% and other penalty rates and is only applicable when a casual works in excess of 38 or 76 hours per week or fortnight respectively depending upon the pay period.

14. Meal Breaks, Tea Breaks and Rest Periods

14.1. Meal Breaks

- 14.1.1. BCS may stagger meal breaks to meet operational requirements. Employees shall not be required to work more than 6 hours without a meal break.
- 14.1.2. Meal breaks shall be of 30 minutes duration for a shift of between 6 and 10 hours and 60 minutes total duration for a shift in excess of 10 hours and shall not count as time worked.

14.2. Tea breaks

- 14.2.1. In addition to meal breaks, employees are entitled to two ten-minute tea breaks per shift of 7.6 hours or more. Where less than 7.6 hours is worked, employees shall be allowed one 10 minute tea break in each four hour period.
- 14.2.2. Subject to agreement between the employee and supervisor, the two 10 minute breaks may be taken as one break of 20 minutes or a 10 minute break with the employee able to

proceed off duty 10 minutes prior to normal completion time. Tea breaks shall count as working time.

14.3. Overtime meal allowances

Where an employee is required to work overtime for more than 2 hours and as such works beyond 7:00am, 1:00pm or 6:00pm, the employee shall be supplied a meal or be paid an allowance as outlined in Annexure 3

15. Annual Leave and Leave Loading

15.1. Permanent employees will be paid during annual holidays, on the basis of the *Annual Holidays Act* (NSW) 1944.

15.2. Full-time **day shift** employees and permanent part-time **day shift** employees shall be entitled to receive additional annual leave if, during a qualifying period of employment for annual leave purposes they have worked:

Sunday/Holiday Work	Full-time Employees	Permanent Part-time Employees
3 shifts or less	Nil	Nil
4 - 10 shifts	One day	0.2 weeks
11 - 17 shifts	Two days	0.4 weeks
18 - 24 shifts	Three days	0.6 weeks
25 - 31 shifts	Four days	0.8 weeks
32 or more shifts	Five days	1 week

15.3. An employee may elect to be paid an amount equivalent to the value of his/her additional leave entitlements in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

15.4. Once leave accrues, it must be taken within 6 months. Any extension of that 6-month period is at the employer’s discretion, after special permission has been requested through the Facility Manager.

15.5. For employees entitled to annual leave, leave loading is paid at the rate of 17.5% on four weeks of the appropriate rate of pay, or shift allowances (clause 12) and weekend penalties (clause 13), whichever is greater.

15.6. A **shift worker** shall be paid whilst on annual leave his/her **ordinary pay** plus shift allowances and weekend penalties relating to ordinary time the **shift worker** would have worked if he/she had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave or for days which have been added to annual leave in accordance with clause 16 - Public Holidays.

15.7. No loading is payable where the annual leave is taken wholly or partly in advance however it is payable on their next anniversary date provided employment of the employee continues until that date.

16. Public Holidays

16.1. Permanent employees will be entitled to the following gazetted or proclaimed holidays without deduction of full or pro-rata pay:

New Years Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queens Birthday

Labour Day

Christmas Day

Boxing Day

- 16.2. Employees shall also be entitled to an extra public holiday each year to occur on the gazetted August bank holiday, or at the election of the employer, an additional holiday between Christmas and New Year. If the employer wishes to transfer this holiday the employer shall nominate, the date it is to be observed, before July 1 of each calendar year.
- 16.3. Employees other than seven day shift workers, required to work on a Public Holiday shall be paid in lieu of all other shift allowances (except broken shift allowances), weekend penalties, casual loading at 2.5 times the **ordinary pay** rate.
- 16.4. Full-time shift-workers rostered off duty on a public holiday shall receive an additional day's pay to the weekly rate or if the employee elects, have one day added to be taken in conjunction with their period of annual leave.

17. Long-Service Leave

- 17.1. Employees covered by this Agreement shall be entitled to two months Long Service Leave on **ordinary pay** after the first 10 years of service, under, subject to and in accordance with the provisions of the *Long Service Leave Act* (NSW) 1955.
- 17.2. Following the first 10 years, long service leave shall accrue on the basis of five months for each ten years' service and may be taken on a pro-rata basis each five years after completing the initial 10 year period of service.
- 17.3. Where an employee with at least five years' service is terminated, he/she shall be entitled to be paid a proportionate amount on the basis of one month for five years service.
- 17.4. One month's notice shall be given when proposed long service leave is to be given and taken. Leave is to be taken as soon as practicable or at an agreed upon date. If postponed, leave will be paid at the rate applicable at the time of agreement.
- 17.5. Long-Service Leave payments will be based on **ordinary pay**.

18. Joint Employer / Employee Consultative Team

- 18.1. Central to the ongoing success of this agreement is a commitment by all parties to greater consultation in decision-making by all those bound by the agreement. The advantage of this approach can be readily seen by the establishment of the consultative team which will include a representative of the HSU.
 - 18.1.1. The consultative team shall be charged with ensuring that all parties abide by the terms of the agreement.
- 18.2. The consultative team shall be charged with discussing proposed changes to processes which may lead to productivity gains mutually beneficial to both employees and BCS. Accordingly, rates of pay will be reviewed 12 months after the last pay increase agreed to in this Agreement. Any increases will be paid from a mutually agreed date.

19. Dispute Settling Procedures

- 19.1. This agreement recognises that employees' grievances should be resolved speedily and effectively. It is intended that most issues will be resolved informally between employees and supervisors.
- 19.2. Employees' work-related grievances and disputes are to be dealt with as follows:
- 19.3. Employees who have a grievance or dispute on any issue shall firstly raise the matter with their immediate supervisor(s).
- 19.4. The supervisor(s) shall provide the necessary response as soon as possible, but no later than 24 hours following the grievance being raised.
- 19.5. If an answer cannot be given within 24 hours, a progress report will be given at that time.
- 19.6. When the grievance or dispute has not been resolved to the satisfaction of any party, the issue will be referred to the next Management level.
- 19.7. The management will, at the earliest possible time following referral, convene a grievance or dispute resolution meeting, which will attempt to resolve the matter. The meeting should include a representative from management and the grievant and either party may request an adviser / representative or observer at this meeting where the grievance or dispute will be discussed at the meeting with a view to achieving agreement or resolution.
- 19.8. If still unresolved Human Resources will be involved in a further meeting with a view to achieving agreement or resolution.
- 19.9. If the matter is not settled internally, the parties agree to have the matter referred to:

The New South Wales Industrial Relations Commission or,
An agreed mediator for the purposes of conciliation or mediation.
- 19.10. Until the matter is resolved as detailed above, no industrial action will be taken and work will continue as normal, without interruption and without prejudice to final settlement, except where a genuine safety issue is involved.
- 19.11. Subject to relevant provisions of any State or Territory Occupational Health and Safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by their Employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform.
- 19.12. The parties agree to co-operate to ensure that these procedures are carried out expeditiously.

20. Jury Duty

- 20.1. All permanent employees required to attend for jury service during ordinary working hours shall be reimbursed by BCS an amount equal to the difference between the amount paid in respect of attendance for jury service and ordinary pay.
 - 20.2. Employees required for jury duty must notify BCS as soon as possible of the date upon which they are required to attend. Proof of attendance, the duration of that attendance and the amount received in respect of the jury duty must be provided to the employer.
21. Anti-Discrimination and Harassment
- 21.1. It is the intention of the respondents of this Agreement to achieve the principal object in section 30 of the *Workplace Relations Act* 1996 through respecting and valuing the diversity of the work force by

helping to prevent and eliminate discrimination on the basis of race, color, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

- 21.2. Accordingly, in fulfilling their obligations under the disputes avoidance and settlement section, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 21.3. Nothing in this section is to be taken to affect:

Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

Junior rates of pay until a date determined by the Commission in accordance with Section 143(IE) of the Act;

An employee, employer or registered Organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; and,

The exemptions in Section 170CK(3) and (4) of the Act.

22. Stand-Down Provisions

- 22.1. BCS has a commitment towards all employees and seeks to maintain employment. Notwithstanding this and only in extreme circumstances, that are beyond the control of BCS it may be possible that an employee is stood down without pay where in the opinion of BCS they may not usefully be engaged as a result of any:

Extensive renovations;

Events outside of the control of BCS, either natural or otherwise.

The Union will be consulted at the earliest practical stage in the event of the implementation of stand down provisions.

23. Termination

- 23.1. Notice of termination by employer

Except in the case of clause 26.5 Summary dismissal, in order to terminate the employment of a permanent employee, the Employer shall give to the Employee a minimum of the following notice:

Classification	Period of notice
Professional Support	4 weeks
Carer	2 weeks

- 23.1.1. Employees over 45 years who have more than 2 years continuous service will be provided an additional 1-week's notice.
- 23.1.2. Payment in lieu of the notice may be made as an alternative to the working of the notice period. Employment may also be terminated by part of the period of notice specified and part payment in lieu thereof. Decisions as to whether payment in lieu of notice, normal working of that notice or any combination of the two shall be the right of the employer.
- 23.1.3. A period of notice shall not apply in the case of summary dismissal as per clause 23.5 or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

23.1.4. Where BCS has given notice to the employee, the employee shall continue in employment until the date of the expiration of such notice. If given notice absents them from work during such period without reasonable cause the employee shall be deemed to have abandoned their employment. In such an event, the employee shall not be entitled to payment for work done within that notice period.

23.2. Notice of termination by employee

23.2.1. The notice of termination required to be given by an employee of BCS shall be the same as that required of BCS, save and except that there shall be no additional notice based on the age of the employee concerned.

23.2.2. If an employee fails to give or work out the appropriate notice BCS shall have the right to withhold monies due with a maximum amount equal to the ordinary time rate of pay for the period or balance of notice.

23.2.3. Where an employee gives notice of the termination of their employment and the employer mutually agree to the employment ending before the end of the notice period, wages shall be paid only up to the time of the agreed termination.

23.3. Time off during notice period

Where BCS has given notice of termination, the employee shall be allowed up to the equivalent of one working day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with BCS.

23.4. Abandonment of Employment

If the employee is absent from work for two consecutive working days, without the consent of, or notification to BCS, the employee will be deemed to have abandoned their employment and the contract will be considered terminated.

23.5. Summary dismissal

BCS may dismiss an employee without notice for misconduct that justifies instant dismissal. Examples of such forms of misconduct are listed within the company's Policy & Procedure documentation. In such cases the wages owing shall be paid up to the time of dismissal only.

24. Sick Leave

24.1.

A) An employee during his/her first year of employment shall be entitled to sick leave at the rate of 7.6 hours or pro rata thereof on the anniversary date of each of the first five (5) months of continuous service.

B) On completion of six (6) months service the employee shall be entitled to a further 38 hours or pro rata thereof sick leave.

24.2. A full-time employee shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work for each year of continuous service.

24.3. Part-time employees shall be entitled to sick leave in the same proportion of seventy six hours as the average weekly hours worked over the preceding 12 months or from the time of the commencement of employment, whichever is the lesser, bears to 38 ordinary hours of one week for each year of continuous service. Such entitlements shall be subject to all the conditions applying to full-time employees.

24.4. An employee shall notify his/her employer of an absence from work due to illness or injury prior to the commencement of his/her rostered shift or as soon as practicable thereafter, and shall inform the employer of the expected duration of the absence.

- 24.5. All periods of sickness shall be certified to by a legally qualified medical practitioner, provided however, that the employer may dispense with the requirement of a medical certificate where the absence does not exceed two consecutive days or where in the employer's opinion the circumstances are such as not to warrant such requirements.
- 24.6. The employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
- 24.7. An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation payments at full ordinary rate; provided however, that where an employee is not in receipt of such full ordinary compensation rate, an employer shall pay to an employee who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay.
- 24.7.1. The employee's sick leave entitlement under this clause shall for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable. Provided that this sub clause shall not apply where an employee unreasonably refuses to undergo a rehabilitation programme.
- 24.8. For the purpose of determining a full-time employee's sick leave credit as at 1 May 1985, sick leave entitlement shall be proportioned on the basis of 76:80.
- 24.9. For the purposes of this clause, service shall mean continuous service with any one employer/Organisation.
- 24.10. Any unused sick leave shall remain to the employee's credit.

25. Parental Leave

25.1. All employees are entitled to parental leave in accordance with the provisions of the *Industrial Relations Act 1996*.

25.2.

- A) Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions:
- (1) Permanent employees are eligible for paid parental leave when they have completed at least 40 weeks' of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.
- B) Employees who are eligible for paid parental leave are entitled to such leave as follows:
- a. Paid Leave:
- i. Paid Maternity Leave - an eligible employee as defined in clause 25.2 is entitled to nine weeks paid maternity leave at **ordinary pay** from the date the maternity leave commences.
- ii. Maternity leave may commence up to nine weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.
- iii. Paid Paternity Leave - an eligible employee is entitled to one week paid paternity leave in any one year at **ordinary pay**, which must commence within four weeks of

the birth of the child. (Eligible employees will be as defined in the Industrial Relations Act 1996.)

iv. Paid Adoption Leave - an eligible employee is entitled to paid adoption leave of three weeks from and including the date of taking custody of the child.

v. Such leave may be paid:

On a normal fortnightly basis;

In advance in a lump sum;

At the rate of half pay over a period of 18 weeks on a regular fortnightly basis for maternity leave and at the rate of half pay over a period of six weeks on a regular fortnightly basis for adoption leave.

Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an employee to remain on full pay for that period.

b. Unpaid Leave:

i. Unpaid Maternity Leave - An employee is entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth of the child.

ii. Unpaid Paternity Leave - An employee is entitled to a further period of unpaid paternity leave of not more than three weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.

iii. Unpaid Adoption Leave - An employee is entitled to unpaid adoption leave as follows:

Where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

Where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

c. An employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the 40 weeks' continuous service in order to qualify for a further period of maternity leave or adoption leave, unless:

There has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or

The employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act*.

d. An employee who intends to proceed on maternity or paternity leave should formally notify the employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

- e. In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- f. After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.
- g. Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- h. When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- i. Except in the case of employees who have completed ten years service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- j. Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- k. Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- l. If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- m. Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.
- n. Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- o. In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.

- p. In the case of stillbirth, an employee may elect to take sick leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- q. An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- r. An employee returning from parental leave has the right to resume their former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.
- s. Employees may make application to their employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:
 - i. The period is to be limited to twelve months after which the full-time duties must be resumed;
 - ii. The employee is to make an application for leave without pay to reduce her full-time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
 - iii. The quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer; Salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
 - iv. Full-time employees who return to work under this arrangement remain full-time employees.
- t. Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

27. Redundancy

This agreement shall be subject to the provisions contained within the *Employment Protection Act* (NSW) 1982.

28. Renegotiation

Renegotiation of the Agreement will start no later than 3 months before its expiry date.

29. No Extra Claims

Neither party shall seek any further terms and conditions of employment other than those set out in this Agreement for the duration of this Agreement.

ANNEXURE 1

ORDINARY HOURLY RATES OF PAY FOR PERMANENT (F/T or P/T) EMPLOYEES

Carer Grade	Permanent Hourly rate	Permanent Rate	Casual Hourly Rate
Carer New Entrant	\$11.5026	\$437.10	\$12.6529
Carer Grade 1	\$13.4658	\$511.70	\$14.8124
Carer Grade 2	\$13.8342	\$525.70	\$15.2176
Carer Grade 3	\$14.7026	\$558.70	\$16.1729
Professional Support Officer Grade 1			
Year 1	\$15.2579	\$579.80	\$16.7837
Year 2	\$15.5842	\$592.20	\$17.1426
Year 3	\$15.9211	\$605.00	\$17.5132
Year 4	\$16.2579	\$617.80	\$17.8837
Grade 5 & Thereafter	\$16.5974	\$630.70	\$18.2571
Professional Support Officer Grade 2			
Year 1	\$17.2921	\$657.10	\$19.0213
Year 2	\$18.2342	\$692.90	\$20.0576
Year 3	\$19.1737	\$728.60	\$21.0911
Year 4	\$20.1816	\$766.90	\$22.1997
Year 5	\$21.1816	\$804.90	\$23.2997
Year 6	\$22.1816	\$842.90	\$24.3997
Year 7	\$23.3237	\$886.30	\$25.6561
Year 8 & Thereafter	\$24.2816	\$922.70	\$26.7097

ANNEXURE 2

Broken Shift Allowance for (F/T or P/T) EMPLOYEES

Duration of break in shift	Allowance per hour of break.
Less than 2 hours	Nil.
2 - 3 hours	\$3.03
3-4 hours	\$6.07

ANNEXURE 3

Table of allowances

Allowance title	Per	Rate
Laundry	Week	\$5.89
Overtime (breakfast)	Shift	\$7.66
Overtime (Luncheon)	Shift	\$7.66
Overtime (Evening meal)	Shift	\$7.66
On Call allowance	Per day	\$14.31
Use of own vehicle	Per kilometre	\$5.360
Shoes	Pro rata	\$1.64
Cardigan or jumper	Pro rata	\$1.60
Stocking	Pro rata	\$2.56
Uniform	Week	\$5.21

NB: BCS reserves the right to fast track an employee to a higher category if it deems the qualifications and previous experience of the employee warrants this.

Certified Agreement made under the *Industrial Relations Act* 1996; between:

EMPLOYER Baptist Community Services - NSW & ACT ABN - 90 000 049 525 trading as Baptist Community Services
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And

The Health Services Union 2nd Floor, 109 Pitt Street SYDNEY NSW 2010
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FOR THE EMPLOYER Signed Date 28/11/03
Witnessed By (name in full) Lisa Clark Witness Signature Witness Address 90 1/100 George St, Parramatta, 2150
FOR THE UNION Signed Date
Witnessed By (name in full) Glenn Tyrrell Witness Signature Witness Address L/- 2/109 Pitt St, Sydney, NSW 2000