

The Burrun Dalai Aboriginal Corporation Enterprise Agreement 2024

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1. **Title**

This agreement will be known as the Burrun Dalai Aboriginal Corporation Enterprise Agreement 2024 (**Agreement**).

2. **Parties Bound**

The Agreement shall be binding on:

- (a) Burrun Dalai Aboriginal Corporation (ABN 85 758 981 037) (**Burrun Dalai**); and
- (b) All employees engaged in the categories specified in clause 9.4 (**Employee**).

3. **Exclusion of Awards**

The Agreement will operate to the complete exclusion of all awards including but not limited to the Health Professionals Award and the SCHADS Award.

4. **Term of this Agreement**

The Agreement:

- (a) will commence in accordance with the Act being seven days after the Fair Work Commission makes a decision to approve the Agreement;
- (b) Has a nominal expiry date of four years from the date of the Fair Work Commission's decision approving the Agreement; and
- (c) Shall continue to apply beyond its expiration date until it ceases to operate by virtue of the operation of sections 58, 224 or 227 of the Act.

5. **Employment Status**

5.1 **Basis of employment**

- (a) Employees engaged pursuant to this Agreement will be classified as one of the following:
 - (i) A full-time Employee; or
 - (ii) A part-time Employee; or
 - (iii) A casual Employee or;
 - (iv) An Employee employed for a specific period or specified task;
- (b) Employee's referred to in clause 5.2 & 5.3 are considered to be Permanent Employees pursuant to this Agreement.

5.2 **Full-time Employee**

- (a) A full-time Employee (including those referred to in clause 5.1(a)(iv)) is an Employee who is employed under an ongoing contract of employment to

work an average of 35 hours per week up to a maximum of 7.5 hours on any given:

- (i) Week Day in the case of a non-shiftworker); and
- (ii) day in the case of shiftworkers,

over a 4 week cycle (with a maximum of 37 hours in any given week) as ordinary hours (in the case of non-shiftworkers – during Burrun Dalai's Ordinary Business Hours).

- (b) Subject to Div 4, Part 2-2 of the Act, during a 5-day cycle, the usual daily hours will be 7.5 hours on 4 days and 7 hours on 1 day (Usual Daily Hours).
- (c) A full-time Employee may work up to 37 ordinary hours per week for which they will be paid for 35 hours worked and accrue ordinary hours worked in excess of 35 hours per week as Time off in Lieu (TOIL).
- (d) Once the TOIL has accrued to 7 hours, the accrued TOIL hours referred to at clause 5.2(b) are to be taken as a TOIL Day.
- (e) Full time Employees may also be required to work reasonable additional hours beyond the hours specified in 5.2(a).

5.3 Part-time Employee

- (a) A part-time Employee is an employee who is employed under an ongoing contract of employment to work less than an average of 35 hours per week over a 4 week cycle on a regular basis during Burrun Dalai's Ordinary Business Hours.
- (b) For Non-Health Professionals, the terms of this Agreement will apply to part-time Employees on a pro-rata basis on the basis that the ordinary weekly hours of work for full-time Employees are an average of 35 hours over a 4 week cycle.
- (c) Before commencing employment, a part-time Employee and Burrun Dalai will agree in writing on:
 - (i) a regular pattern of work including the number of ordinary hours to be worked each week, and
 - (ii) the days of the week the part-time Employee will work and the starting and finishing times each day.
- (d) An agreement made pursuant to clause 5.3(c) may subsequently be varied by agreement between an Employee and Burrun Dalai in writing. Any such agreement may be ongoing or for a specified period of time.
- (e) The minimum period of engagement of a part-time Employee is 3 hours.

5.4 Casual Employee

- (a) A casual Employee means an employee engaged and paid as such pursuant to this Agreement who:

- (i) receives an offer of employment on the basis that Burrun Dalai makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the Person;
 - (ii) accepts the offer on that basis;
 - (iii) is an Employee of Burrun Dalai as a result of that acceptance;
 - (iv) can elect to accept or reject work and Burrun Dalai can elect to offer work;
 - (v) may be requested to work from time to time on an “as needs” basis; and
 - (vi) is paid Casual Loading, in lieu of being entitled to paid leave and redundancy entitlements.
- (b) A casual Employee who is a Health Professional can be engaged to work up to and including 35 ordinary hours per week.
- (c) The minimum period of engagement of a casual Employee is 3 hours.

5.5 Specified task Employee

A specified task Employee means an employee who is employed for the duration of a specific project or a specifically defined period.

6. Probation Period

6.1 Probation period for Permanent Employees and Specified Task Employees

During the term of this Agreement a Permanent Employee’s probation period will be 6 months.

6.2 No reason required

At any time during the probation period both the Employee, or Burrun Dalai, are entitled to end the employment of the employee.

6.3 Notice to be given or paid – Permanent and Specified Task Employees

Except for casual Employees, or in circumstances of Serious Misconduct, the notice to be given or paid to terminate this Agreement pursuant to clause 6.2 is:

- (a) For either party, two weeks by giving written notice to the other;
- (b) In the case of a Permanent or Specified Task Employee, if the Employee elects to leave early, instead of working the two weeks’ notice, Burrun Dalai will release the Employee, but the Employee will forfeit two weeks’ remuneration, or in circumstances where the Employee works only part of the two weeks’ notice period, the Employee will forfeit the balance of two weeks’ remuneration; or
- (c) In the case of Burrun Dalai, immediately, by Burrun Dalai paying the Employee two weeks’ remuneration in lieu of notice.

7. Hours of Work

7.1 Ordinary Hours

- (a) Full-time Employees ordinary hours are set out as per clause 5.2(a) & (b) of this agreement.
- (b) Part-time Employees must work their ordinary hours in accordance with clause 5.3.
- (c) Ordinary hours for shift workers are specified in Schedule 1.
- (d) Ordinary hours each day are continuous except for unpaid meal breaks.
- (e) Burrun Dalai may require the Employee to adopt a methodology of signing on and off at the commencement and completion of their days' work.
- (f) The span during which an Employee may work ordinary hours will be between 8.00 am and 5.00 pm Monday to Friday.

7.2 Overtime, weekend work and public holidays

- (a) Overtime
 - (i) Full-time permanent (including full time specified task Employees) may be required to work in excess of their Usual Daily Hours or outside the span ordinary hours in accordance with clause 7.1(a)(i) and (ii) of this Agreement (**Overtime**).
 - (ii) casual and part-time Employees may be required to work overtime on the basis that they are paid overtime rates for all time worked in excess of 35 hours per week or 7.5 or hours a day (7 hours a day in the case of part-time employees).
 - (iii) Overtime provisions for Shiftworkers are as per Schedule 1 clause 5.4.
- (b) Employees are not to work in excess of:
 - (A) the hours set out in accordance with clause 5.3 (for part time Employees) and clause 5.2(a)&(b) (for full time Employees); or
 - (B) their rostered hours (for casual Employees)without the express prior consent of the appropriate Person as authorised by Burrun Dalai policy.
- (c) Subject to consultation, Burrun Dalai can request that permanent and specified task Employees work reasonable additional hours.
- (d) For the avoidance of doubt, none of the entitlements set out at clauses 7.2(a) and (b) above are cumulative upon one another. Therefore, where one of more of the clauses 7.2(a) and (b) may apply at any one time, the clause offering the greatest entitlement to the Employee shall be applied and the other shall be disregarded.

7.3 Meal and rest breaks

- (a) An Employee will be entitled to a paid 10-minute tea break in each 4 hours worked at a time to be agreed between Burrun Dalai and the Employee, which must be taken at a time that is convenient for Burrun Dalai's operations during that period.
- (b) Where there is a sufficient accumulation of hours and there is agreement between Burrun Dalai and the Employee, such breaks may be taken as one 20-minute tea break.
- (c) If an Employee works in excess of 5 hours, in addition to the above paid break in clause 7.3(a) of this Agreement, the Employee will be entitled to a 30-minute unpaid meal break, which must be taken as is convenient for Burrun Dalai's operations, and not within the first hour or last hour of the shift.
- (d) The time of taking the meal break may be varied by agreement between Burrun Dalai and the Employee.
- (e) Where an Employee is required by Burrun Dalai to have a meal with a Client or Clients as part of the normal work routine or Client program, they will be paid for the duration of the meal period at the ordinary rate of pay, and clause 7.3(c) of this Agreement does not apply. This paid meal period is to be counted as time worked.
- (f) An Employee who works not more than 6 hours may elect to forgo the meal break, with the consent of Burrun Dalai.

7.4 **Accrual of overtime hours**

- (a) This clause applies to hours worked pursuant to clause 5.2(d).
- (b) A Full time Employee may elect, with the consent of Burrun Dalai, to accrue TOIL hours instead of payment for overtime that would otherwise be payable under clause 9.5(a). (**Accrued Overtime Hours**).
- (c) Employees will be entitled to bank up to 70 Accrued Overtime Hours. Any overtime hours worked past this amount will be paid to Employees in accordance with clause 9.5(a).
- (d) Accrued Overtime Hours taken as TOIL during ordinary hours will be taken at the Ordinary Hourly Rate that is an hour for each hour worked at a mutually convenient time for both the Employee and Burrun Dalai.
- (e) Burrun Dalai will, if requested by an Employee, provide payment, at the Ordinary Hourly Rate, for any Accrued Overtime Hours.
- (f) Records of each Employee's overtime accrual shall be kept by Burrun Dalai and made available to the Employee upon request.
- (g) Hours accrued under this clause which are unused at the time of an Employee's termination will be paid out at the Ordinary Hourly Rate applicable at the time of accrual.

7.5 **Rest breaks between rostered shift or period of work**

- (a) An Employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another;

- (b) Notwithstanding the provisions of subclause (a), by agreement between the Employee and Burrun Dalai, the break between:
 - (i) the end of a shift and the commencement of a shift contiguous with the start of a sleepover; or
 - (ii) a shift commencing after the end of a shift contiguous with a sleepover,may not be less than eight hours.

7.6 Rest period after overtime

- (a) An Employee, other than a casual, who works so much overtime between the termination of their ordinary hours of work on any day or shift and the commencement of their ordinary hours of work on the next day or shift that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (b) If, on the instructions of Burrun Dalai, such an Employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

7.7 Recall to work overtime

- (a) An Employee who is recalled to work overtime after leaving the workplace and requested by Burrun Dalai to attend a workplace in order to perform such overtime work will be paid for a minimum of two hours' work at the appropriate rate for each time recalled. If the work required is completed in less than two hours the Employee will be released from duty.
- (b) An Employee recalled to work overtime after leaving Burrun Dalai's or a Client's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.
- (c) The meals referred to in clause 7.7(b) will be allowed to the Employee free of charge. Where Burrun Dalai is unable to provide such meals, a meal allowance, as prescribed in clause 9.4, will be paid to the Employee concerned.

7.8 Well-being days

Two paid days per year, Employees will attend well-being days to enhance the health and well-being through cultural, physical or mental health activities.

8. Public Holidays

Work on public holidays

Burrin Dalai, at its discretion, may agree for an Employee to substitute a Public Holiday for a cultural or religious day of significance to the Employee.

9. Remuneration

9.1 Maintenance of rates for existing Employees

Employees who are employed by Burrin Dalai prior to the start date of this Agreement, who remain in the same role, will be paid at whichever is the higher of:

- (a) The rate the Employee was being paid during ordinary hours, prior to the start date of this Agreement;
- (b) The applicable Ordinary Hourly Rate for permanent and specified task Employees) or casual rate (for casual Employees)

except where:

- (c) An Employee elects to transition from casual to permanent Employee.

9.2 Hourly rates of pay

- (a) Employees will be paid each weekly pay period that they work.
- (b) Employees will be paid the Ordinary Hourly Rate corresponding to their employment classification level:

Burrin Dalai Employees rates of pay		
Level	SCHADS Award rate as at 1/7/2023	Enterprise Agreement Ordinary Hourly Rate
Level 1		
Level 1 pay point 1	\$24.49	\$25.71
Level 1 pay point 2	\$25.28	\$26.54
Level 1 pay point 3	\$26.18	\$27.49
Level 2		
Level 2 pay point 1	\$32.21	\$33.82
Level 2 pay point 2	\$33.22	\$34.88
Level 2 pay point 3	\$34.23	\$35.94
Level 2 pay point 4	\$35.14	\$36.90
Level 3		
Level 3 pay point 1	\$36.00	\$37.80
Level 3 pay point 2	\$37.03	\$38.88
Level 3 pay point 3	\$37.82	\$39.71
Level 3 pay point 4	\$38.60	\$40.53
Level 4		
Level 4 pay point 1	\$41.52	\$43.60
Level 4 pay point 2	\$42.60	\$44.73
Level 4 pay point 3	\$43.70	\$45.89
Level 4 pay point 4	\$44.68	\$46.91
Level 5		
Level 5 pay point 1	\$47.50	\$49.88
Level 5 pay point 2	\$48.52	\$50.95
Level 5 pay point 3	\$49.65	\$52.13

Level 6		
Level 6 pay point 1	\$51.90	\$54.50
Level 6 pay point 2	\$53.04	\$55.69
Level 6 pay point 3	\$54.19	\$56.90
Level 7		
Level 7 pay point 1	\$56.13	\$58.94
Level 7 pay point 2	\$57.30	\$60.17
Level 7 pay point 3	\$58.47	\$61.39
Level 8		
Level 8 pay point 1	\$60.90	\$63.95
Level 8 pay point 2	\$62.09	\$65.19
Level 8 pay point 3	\$63.29	\$66.45

Burrun Dalai Health Professional Employees rates of pay		
Level	Health Professionals Award 2020 rate as at 1/7/2023	Enterprise Agreement Ordinary Hourly Rate
Level 1		
Level 1 pay point 1 (Employee with a diploma or equivalent).	\$27.47	\$28.84
Level 1 pay point 2 (3-year degree entry)	\$28.53	\$29.96
Level 1 pay point 3 (4-year degree entry)	\$29.79	\$31.28
Level 1 pay point 4 (Masters degree entry)	\$30.82	\$32.36
Level 1 pay point 5 (PhD entry)	\$33.57	\$35.25
Level 1 pay point 6	\$34.76	\$36.50
Level 2		
Level 2 pay point 1	\$34.95	\$36.70
Level 2 pay point 2	\$36.22	\$38.03
Level 2 pay point 3	\$37.61	\$39.49
Level 2 pay point 4	\$39.10	\$41.06
Level 3		
Level 3 pay point 1	\$40.80	\$42.84
Level 3 pay point 2	\$41.94	\$44.04
Level 3 pay point 3	\$42.84	\$44.98
Level 3 pay point 4	\$44.75	\$46.99
Level 3 pay point 5	\$46.40	\$48.72
Level 4		
Level 4 pay point 1	\$49.40	\$51.87
Level 4 pay point 2	\$52.72	\$55.36
Level 4 pay point 3	\$57.33	\$60.20
Level 4 pay point 4	\$63.29	\$66.45

- (c) These rates will be increased each 1 July, with effect from 1 July 2024, or on the date as amended by the Fair Work Commission, in line with the percentage increase of the national minimum wage set by the Fair Work Commission or an amount higher than the national minimum wage set as determined by Burrun Dalai's Board of Directors.

9.3 Weekend work

- (a) For Non-Health professionals

- (i) Permanent Employees and Specified Task employees will be paid:
 - (A) for Saturday Work at 150% of their Ordinary Hourly Rate; and
 - (B) for Sunday work at 200% of their Ordinary Hourly Rate.
- (ii) all ordinary hours worked by casual Employees on weekends will be paid for at the rate of:
 - (A) 175% of the applicable Ordinary Hourly Rate (inclusive of the casual loading) for Saturday work; and
 - (B) 225% of the applicable Ordinary Hourly Rate (inclusive of the casual loading) for Sunday work.
- (b) For permanent Health professional Employees all ordinary hours worked between midnight Friday and midnight Sunday will be paid 150% of the applicable Ordinary Hourly Rate.
- (c) A casual Health professional who works on a Saturday or Sunday will be paid 175% of the applicable Ordinary Hourly Rate, but will not be paid the casual loading of 25%.

9.4 Public holidays

- (a) When a Permanent Employee works on a public holiday they shall be entitled to payment at 250% of their applicable Ordinary Hourly Rate for all time worked.
- (b) When a casual Non-Health Professional Employee works on a public holiday they shall be entitled to payment at 275% of their applicable Ordinary Hourly Rate (inclusive of their casual loading).
- (c) When a casual Health Professional Employee works on a public holiday they shall be entitled to payment at 312.5% of their applicable Ordinary Hourly Rate

9.5 Overtime

- (a) Permanent employees and specified task employees will be paid for overtime at the following rates:
 - (i) 150% of their Ordinary Hourly Rate for the first 2 hours worked Monday to Saturday and 200% of their applicable Ordinary Hourly Rate for hours thereafter; and
 - (ii) 200% of their applicable Ordinary Hourly Rate for hours worked on a Sunday.
- (b) Casual Non-health Professionals will be paid for overtime at the following rates:
 - (i) 150% of their applicable Ordinary Hourly Rate for the first 2 hours worked Monday to Saturday and 200% of their Ordinary Hourly Rate for hours thereafter; and
 - (ii) 200% of their Ordinary Hourly Rate for hours worked on a Sunday.

- (c) Casual Health Professionals will be paid for overtime at the following rates:
 - (i) 187.5% of the applicable Ordinary Hourly Rate for the first 2 hours worked Monday to Saturday and 250% of their Ordinary Hourly Rate for hours thereafter; and
 - (ii) 250% of the applicable Ordinary Hourly Rate on a Sunday.
- (d) Overtime rates payable under clause 9.5 will be in substitution for and not cumulative upon the shift premiums prescribed in clause 5 of Schedule 1 and are not applicable to ordinary hours worked on a Saturday or Sunday.

9.6 **Classifications and progression**

- (a) Burrun Dalai Employee level classification is determined by the following criteria:
 - (i) Level 1 Employees meet the criteria required as set out in attachment A. Indicative positions are:
 - (A) Administration officer;
 - (B) Senior Administration officer; and
 - (ii) Level 2 Employees meet the criteria as set out in attachment A. Indicative positions are:
 - (A) Mentor;
 - (B) Future Coaches; and
 - (C) Out of Home Care Support Caseworker Trainee.
 - (iii) Level 3 Employees meet the criteria as set out in attachment A. Indicative positions are:
 - (A) Communications Officer;
 - (B) Community Development Officer;
 - (C) Foster Care Worker;
 - (D) Family Preservation Caseworker;
 - (E) Human Resources Officer;
 - (F) Intensive Family Based Services Caseworker;
 - (G) Out of Home Care Caseworker;
 - (H) Restoration Caseworker; and,
 - (I) Cultural Support Worker.
 - (iv) Level 4 Employees meet the criteria as set out in attachment A. Indicative positions are:

- (A) Foster Care Compliance Officer;
 - (B) Out of Home Care Team Leader; and
 - (C) Reportable Conduct Officer.
- (v) Level 5 Employees meet the criteria as set out in attachment A. Indicative positions are:
- (A) Accountant;
 - (B) Compliance Manager;
 - (C) Cultural Support Team Manager;
 - (D) Genealogist;
 - (E) Intensive Family Based Services Manager;
 - (F) IT Coordinator;
 - (G) Literacy Teacher/Tutor;
 - (H) NDIS Coordinator; and
 - (I) Out of Home Care Casework Manager.
- (vi) Level 6 Employees meet the criteria as set out in attachment A.
- (vii) Level 7 Employees meet the criteria as set out in attachment A. Indicative positions are:
- (A) Executive Officer.
- (viii) Level 8 Employees meet the criteria as set out in attachment A. An indicative position is Chief Executive Officer.
- (A) Chief Executive Officer
- (b) Pay point progression for Burrun Dalai Employees:
- (i) At the end of each 12 months' continuous employment, an Employee will be eligible for progression from one pay point to the next within a level if the Employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:
 - (ii) the Employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by Burrun Dalai;
 - (iii) movement to a higher classification will only occur by way of promotion or re-classification.
- (c) Burrun Dalai Health Professional Employee level classifications are determined by the criteria as set out in Attachment B.

- (d) Progression to the next pay point for all Burrun Dalai Health Professional Employee level classifications, for which there is more than one pay point, will be:
- (i) for full-time Employees—by annual movement; or
 - (ii) for part-time or casual Employees—after 1824 hours of similar experience.

9.7 **Allowances**

Allowance	Enterprise Agreement rate 2023-2024	Enterprise Agreement rate 2024-2025	Enterprise Agreement rate 2025-2026	Enterprise Agreement rate 2026-2027
Sleepover Allowance per shift	\$55.89	\$55.89	\$55.89	\$55.89
Meal Allowance				
Occasion	\$15.20	\$15.20	\$15.20	\$15.20
Travel Meal Allowance(s)				
Breakfast	\$25.00	\$25.00	\$25.00	\$25.00
Lunch	\$27.50	\$27.50	\$27.50	\$27.50
Dinner	\$50.00	\$50.00	\$50.00	\$50.00
On call Weekdays and weekends	\$75.00	\$75.00	\$75.00	\$75.00
Travel allowance per km	\$0.96	\$0.96	\$0.96	\$0.96
First Aid	\$19.05	\$19.05	\$19.05	\$19.05

9.8 **Travel Allowance**

- (a) Employees who are expressly required by Burrun Dalai to use their own vehicle for the purposes of carrying out their duties will be paid a travel allowance as per clause 9.7.
- (b) The use of the Employee's vehicle to travel to and from their place of work does not count as "use" for the purpose of carrying out the Employee's duties.
- (c) When an Employee is involved in travelling on duty, if Burrun Dalai cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Burrun Dalai, with its prior consent, on production of receipted account(s) or other evidence acceptable to Burrun Dalai.
- (d) Where there are extenuating circumstances in which Burrun Dalai has not been able to arrange accommodation for an Employee, and an Employee is permitted to organise and pay for accommodation when they are required to stay away from home overnight, the Employee will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to Burrun Dalai by the Employee.

9.9 First aid allowance

- (a) First aid allowance—permanent Employees
 - (i) Full time Employees who hold an appropriate first aid certificate will receive a weekly allowance as per clause 9.7.
 - (ii) Part time Employees who hold an appropriate first aid certificate will receive a weekly first aid allowance as per clause 9.7 on a pro rata basis on the basis that the ordinary weekly hours of work for full-time Employees are 35.
- (b) First aid allowance—casual Employees
 - (i) The first aid allowance in clause 9.7 will apply to eligible casual Employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time Employees are 35.
 - (ii) The allowance will be paid to casual Employees where:
 - (A) the Employee is required by Burrun Dalai to hold a current first aid certificate; and
 - (B) the Employee, other than a home care Employee, is required by Burrun Dalai to perform first aid at their workplace; or
 - (C) a home care Employee is required by Burrun Dalai to be, in a given week, responsible for the provision of first aid to Employees employed by Burrun Dalai.

9.10 Meal Allowance and Travel Meal Allowance(s)

- (a) An Employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or, be paid the **Meal Allowance** as per clause 9.7 in addition to any overtime payment as follows:
 - (i) when required to work more than one hour after the usual finishing hour of work or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour; and
 - (ii) provided that where such overtime work exceeds four hours, a further meal allowance will be paid as per clause 9.7.
- (b) When an Employee is required to travel for work, except for where a meal has been provided at Burrun Dalai's expense, Burrun Dalai will pay the appropriate **Travel Meal Allowance(s)** for:
 - (i) the first meal that the Employee has after lunch on the day of travel; and
 - (ii) every breakfast, lunch and dinner taken until the Employee returns.

9.11 On Call allowance

- (a) An Employee required by Burrun Dalai to be on call (i.e. available for recall to duty at Burrun Dalai's or a client's premises outside of their ordinary hours)

will be paid an allowance as per clause 9.7 for any 24 hour period or part thereof they are on call.

9.12 **Rate adjustment date**

The rate adjustment date for allowances owed pursuant to this clause is 1 July.

9.13 **Higher duties**

Employees engaged for more than two hours during one day performing duties carrying a higher rate than their ordinary classification are to be paid the applicable higher rate for such day. If engaged for two hours or less during one day or shift, the Employee is to be paid the higher rate for the time worked only.

9.14 **Sleepovers**

- (a) A sleepover means when Burrun Dalai requires an Employee to sleep overnight at a premises where the Client for whom the Employee is responsible is located (including respite care).
- (b) A sleepover period means a continuous period of 8 hours between the span of 10.00pm to 8.00am (**Sleepover Period**)
- (c) An Employee may refuse to perform a sleepover, but only with reasonable cause.
- (d) Employees will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and Employee facilities where these exist) and free board and lodging for each night when the Employee sleeps over. Where applicable, and depending on the Meal Appropriate, Employees will be entitled to meal allowances as per clause 9.10.
- (e) Except during the Sleepover Period, or with an alternative agreement of the Employee and Burrun Dalai, an Employee is entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes after at least five hours of work. By agreement between the Employee and Burrun Dalai, the taking of a meal break can be delayed until the Employee has worked six (6) hours of work. Provided that, where an Employee is required to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.
- (f) Subject to mutual agreement between the Employee and Burrun Dalai, Burrun Dalai may roster an Employee to perform work immediately before and/or immediately after the Sleepover Period but must roster the Employee or pay the Employee for at least four hours' work for at least one of these periods of work.
- (g) The Employee will be entitled to a sleepover allowance as per clause 9.4 during the Sleepover Period.
- (h) Where an Employee engages in a Sleepover Shift as part of a 24 hour shift, for the hours worked outside of 9.14(b), the Employee will receive, in addition to a sleepover allowance:
 - (i) 10 hours paid at the Ordinary Hourly Rate;

- (ii) 2 hours paid at 150% of the Ordinary Hourly Rate; and
 - (iii) 4 hours paid at 200% of the Ordinary Hourly Rate.
- (i) Disturbances
- (i) An Employee will receive a minimum payment of 1 hour (or time worked) at the prescribed overtime rate in the event that an Employee is required to perform work during the sleepover period. The Employee is then entitled to a further payment of at least 30 minutes (or time worked) for each subsequent disturbance.
 - (ii) For the purpose of clause 9.14, disturbances do not include:
 - (A) external noises, activities or distraction unless they pose a real and immediate threat of personal harm to Client/s or Employees;
 - (B) normal household activities where Client/s independently access resources within their home such as getting a drink, watching TV, self-toileting; and
 - (C) actions initiated but not required by Employees.
 - (iii) Disturbances may include (but are not limited to):
 - (A) Client/s initiating contact with Employees which in turn requires an intervention by that Employee;
 - (B) Client/s causing excessive disturbance to the household necessitating intervention;
 - (C) Client/s requiring assistance following urine or faecal soiling;
 - (D) Client/s requiring assistance during and/or following an a medical or behavioural episode;
 - (E) incidents which necessitate use of prompt intervention to redirect a Client, or avert the onset of a more serious incident; and
 - (F) incidents where Clients are in severe stress or in need of continuing assistance or support.
- (j) The dispute resolution procedure in clause 35 of this Agreement applies to the sleepover provisions.

9.15 Superannuation

- (a) In addition to remuneration paid pursuant to this Agreement, Burrun Dalai will pay superannuation contributions on ordinary time earnings on each of its Employee's behalf in line with the Superannuation Guarantee (Administration) Act 1992 (Cth) (**Super Act**) into a superannuation fund nominated by each Employee.

- (b) If an Employee does not choose a superannuation fund in accordance with the Super Act, Burrun Dalai will pay the contributions on the Employees' behalf into any superannuation fund nominated by Burrun Dalai.

9.16 Frequency of payment

Employees will be paid on a weekly basis.

9.17 Payment method

Burrun Dalai will pay Employees through electronic funds transfer to accounts nominated by each respective Employee. Burrun Dalai may change that arrangement after consultation with the Employee.

10. Annual Leave

10.1 Annual leave entitlement and accrual

- (a) All Permanent Employees and specified task Employees who work full-time hours are entitled to progressively accrue annual leave at the rate of four weeks per annum based on ordinary hours.
- (b) All Permanent Employees and specified task Employees who work part-time hours will accrue a pro-rated equivalent of the rate of annual leave by Permanent Employees who work full-time hours, according to their ordinary hours of work.
- (c) Annual Leave:
 - (i) accrues when an Employee is on paid leave, community service leave and long service leave; and
 - (ii) does not accrue when an Employee is on unpaid leave, unpaid personal/carer's leave, unpaid parental leave or absent without Burrun Dalai's express authorisation.

10.2 Taking annual leave

Permanent Employees may take annual leave for a period agreed between an Employee and Burrun Dalai. Burrun Dalai will not unreasonably refuse Employee requests to take paid annual leave.

10.3 Annual leave loading

Annual leave loading payment is payable on accrued annual leave. The annual leave loading of 17.5% will be calculated on the Ordinary Hourly Rate applicable to their role.

10.4 Illness or injury during period of annual leave

Where an employee, during a period of annual leave, also has a period of illness or injury which coincides, the leave will be taken as personal leave, dependent on the provision of medical evidence if requested.

10.5 Annual leave during close down periods

In the event of a close down period where employees are not required to work, employees may use their annual leave during this period and at the point where accrued annual leave has been exhausted, employees may be directed to take unpaid leave until the close down period has ended.

10.6 Excessive leave accrual

- (a) An Employee has an excessive leave accrual if the Employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 5.1 in Schedule 1).
- (b) If an Employee has an excessive leave accrual, Burrun Dalai or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 10.7 sets out how Burrun Dalai may direct an Employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 10.8 sets out how an Employee who has an excessive leave accrual may require Burrun Dalai to grant paid annual leave requested by the Employee.

10.7 Excessive leave accruals: direction by Burrun Dalai that leave be taken

- (a) If Burrun Dalai has genuinely tried to reach agreement with an Employee under clause 10.6(b) but agreement is not reached (including because the Employee refuses to confer), Burrun Dalai may direct the Employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by Burrun Dalai under paragraph (a):
 - (i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account; and
 - (ii) must not require the Employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed between Burrun Dalai and the Employee.
- (c) The Employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An Employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

10.8 Excessive leave accruals: request by Employee for leave

- (a) If an Employee has genuinely tried to reach agreement with Burrun Dalai under clause 10.6(b) but agreement is not reached (including because

Burrin Dalai refuses to confer), the Employee may give a written notice to Burrin Dalai requesting to take one or more periods of paid annual leave.

- (b) However, an Employee may only give a notice to Burrin Dalai under paragraph (a) if:
 - (i) the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the Employee has not been given a direction under clause 10.5(a) that, when any other paid annual leave arrangements are taken into account, would eliminate the Employee's excessive leave accrual.
- (c) A notice given by an Employee under paragraph (a) must not:
 - (i) if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; or
 - (ii) provide for the Employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by Burrin Dalai and Employee.
- (d) An Employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 5.1 of Schedule 1) in any period of 12 months.
- (e) Burrin Dalai must grant paid annual leave requested by a notice under paragraph (a).

10.9 Cashing out annual leave

Permanent Employees with accrued annual leave in excess of four weeks may elect to cash out some of their annual leave. To do this, Employees must first provide Burrin Dalai with a written request and obtain Burrin Dalai's approval in writing for the request. At the point immediately after the cashing out of annual leave, the Employee must still have a balance of at least four weeks accrued annual leave. Where an Employee cashes out annual leave, they will be paid the amount they would have earned at their rate of pay as of the time of cashing out.

10.10 Casual employees

Casual employees are not entitled to paid annual leave as the Casual Loading compensates them for this.

11. Personal / Carer's Leave

11.1 Entitlement to paid personal / carer's leave

Permanent Employees and specified task employees will be entitled to accrue and take personal leave (also known as “sick leave” or “carer’s leave”) based on their ordinary hours.

11.2 Paid personal / carer’s leave entitlement and accrual

The commencement of this Agreement will not impact the personal leave balance accrued by any existing Permanent Employee. In addition to any personal leave accrued as at the date of this Agreement, throughout the term of this Agreement:

- (a) Full-time Employees and specified task Employees who work full-time hours, will continue to progressively accrue paid personal leave at the rate of ten days per annum; or
- (b) pro rata equivalent for part-time Employees and specified task Employees who work part time hours.

11.3 Personal leave upon termination

Untaken personal leave will accumulate from year to year, so long as employment continues with Burrun Dalai, but is not payable on termination of employment.

11.4 Taking paid / carer’s personal leave

- (a) Paid personal leave can be used by a Permanent Employee or specified task Employee when they are sick or injured.
- (b) Paid personal leave can be used to provide care for a member of the Permanent Employee’s or specified task Employee’s Immediate Family, or a member of the Permanent Employee’s or specified task Employee’s household, who is injured, ill or the subject of an unexpected emergency.

11.5 Payment while on paid personal / carer’s leave

Where a Permanent Employee or specified task Employee takes paid personal leave, they will continue to be paid their wage as if they worked their ordinary hours of work.

11.6 Requirements for taking paid personal / carer’s leave

- (a) Burrun Dalai will on occasion require the Permanent Employee or specified task Employee to provide such evidence as Burrun Dalai is entitled to demand pursuant to the Act and Regulations when an Employee takes paid personal leave.
- (b) Where possible, Permanent Employees or specified task Employees are to inform Burrun Dalai that they intend to use paid personal leave before any absence. If this is not possible, Employees are to notify Burrun Dalai as soon as possible after commencing the leave and provide details of the reason for and estimated length of the absence.

11.7 Casual Employees

Casual Employees are not entitled to paid personal leave as the Casual Loading compensates them for this.

12. Unpaid Carer's Leave

12.1 Entitlement to unpaid carer's leave

All Employees are entitled to two days of unpaid carer's leave on each occasion if a member of the Employee's Immediate Family requires care or support because of a personal injury, illness or unexpected emergency.

12.2 Unpaid carer's leave can be taken as:

- (a) a single continuous two-day period; or
- (b) two separate periods of one day each; or
- (c) any separate periods the Employee and Burrun Dalai agree.

12.3 Requirements for taking unpaid carer's leave

Burrun Dalai may at its discretion require the Employee to produce a medical certificate or other such reasonable form of evidence for each occasion on which they take unpaid carer's leave.

13. Compassionate Leave

13.1 Entitlement to and taking compassionate leave

- (a) The Act entitles Permanent Employees and specified task Employees to two days paid compassionate leave in certain circumstances (e.g., where a member of the Employee's Immediate Family or household dies, or contracts, develops or sustains a personal injury or illness, a child is stillborn, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive, the Employee, or the employee's spouse or de facto partner, has a miscarriage).
- (b) Casual Employees are also entitled to two days compassionate leave in the same circumstances as Permanent Employees and specified task Employees, however, this leave will be unpaid.
- (c) Compassionate Leave can be taken as:
 - (i) a single continuous two-day period; or
 - (ii) two separate periods of one day each; or
 - (iii) any separate periods the employee and Burrun Dalai agree.

13.2 Payment for compassionate leave

Where a Permanent Employee takes paid compassionate leave, they will be paid at their Ordinary Hourly Rate for the ordinary hours of work they would have ordinarily worked during the leave.

13.3 Requirements for taking compassionate leave

Burrun Dalai may require the Employee to provide evidence by way of a funeral notice or other such reasonable form of evidence.

14. **Long Service Leave**

Employees' long service leave entitlements are governed by the *Long Service Leave Act 1955* (NSW).

15. **Parental Leave**

The provisions of the Act relating to parental leave apply to all Employees' employment.

16. **Paid Family and Domestic Violence Leave**

The provisions of the Act relating to paid family and domestic violence leave apply to all Employees' employment.

17. **Community Service Leave**

An Employee who engages in an "eligible community service activity" within the meaning of the Act, is entitled to be absent from work, unpaid, if the period of absence relates to:

- (a) time in which the Employee is engaging in the activity;
- (b) reasonable travelling time associated with the activity; or
- (c) reasonable rest time immediately following the activity.

18. **Ceremonial and Special Leave**

18.1 An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for traditional ceremonial purposes will be entitled to up to 10 working days' unpaid leave in any one year, with the approval of Burrun Dalai.

18.2 **Special leave**

- (a) Special leave applies to unusual and rare circumstances beyond an Employee's control in which their involvement is deemed appropriate for personal, cultural or religious reasons.
- (b) At the discretion of Burrun Dalai, a permanent Employee may be granted up to five days paid special leave per year, based on the Employee's ordinary hours, for absences from work for which other leave types are not suitable.
- (c) Special leave will be considered on a case-by-case basis and only provided in circumstances where the Chief Executive Officer has given expressed approval.
- (d) Where exceptional circumstances can be demonstrated, an Employee shall make a request to their supervisor for CEO approval of special leave.
- (e) Special leave:
 - (i) is not an entitlement and does not accrue;
 - (ii) cannot be taken during any other period of leave; and

- (iii) will not be approved for everyday family responsibilities where other leave may be more appropriate, such as annual leave, or flexible working hours.
- (f) Circumstances which may qualify for special leave include emergencies, such as:
 - (i) emergency medical issues where an Employee has exhausted their personal/ carer's leave entitlement;
 - (ii) house fire; or
 - (iii) storm damage.
- (g) Special leave does not apply in circumstances where an Employee chooses to engage in an emergency as referred to in clauses 11.4(b), 12.1 or 17.

19. Jury Service

19.1 Adjusted wage

Where a Permanent Employee is required to be absent from work due to selection for jury service, subject to clauses 19.2 and 19.3 below, Burrun Dalai will continue to pay the Permanent Employee's wage (noting the distinction between those paid pursuant to Clauses 5.2 and 5.3) as if the Employee had worked their ordinary hours during such period of absence (up to a 7 hour working day). Such payments will be subject to the Permanent Employee providing Burrun Dalai with sufficient evidence of their attendance for jury service.

19.2 Reduction where Employee paid elsewhere

Any payment due under clause 19 will be reduced by the total amount of jury service pay that has been paid, or is payable to the Employee by any court or tribunal.

19.3 Prolonged absence on jury service

If an Employee is absent due to jury service for a period, or a number of periods, of more than ten days in total, Burrun Dalai is only required to pay the Employee for the first ten days of absence.

20. Individual Flexibility Arrangements

Provisions regarding individual flexibility arrangements are set out in schedule 1 to this Agreement.

21. Shiftwork

In the event that Employees engage in shiftwork, the appropriate provisions are set out in Schedule 1 to this Agreement.

22. Casual Conversion to Permanent Employment

Provisions regarding casual conversion are set out in Schedule 1 to this Agreement.

23. Appropriate Dress

From time to time, Employees may be subject to Burrun Dalai's direction as to type, quality, cut and colour of apparel to be worn (including complying with a dress code).

24. Prohibition on Incurring Debts

Employees must not incur any debt, liability or obligation on behalf of Burrun Dalai unless Burrun Dalai grants express written consent.

25. Confidentiality

25.1 The Employee must:

- (a) keep Confidential Information confidential;
- (b) not disclose Confidential Information to any other person or reproduce it in any form, other than as necessary to carry out the Employee's role, without Burrun Dalai's consent; and
- (c) use Confidential Information only for the purposes of this employment and, without limiting this, not use it to Burrun Dalai's detriment or to benefit any person other than Burrun Dalai, or a related entity;
- (d) return any Confidential Information, either kept in soft or hard copy, to Burrun Dalai immediately upon termination of the Employee's employment and destroy any copies of Confidential Information that the Employee may retain, including in physical form or on any device.
- (e) This obligation applies both during the Employee's employment and after it ends. The obligation is also independent of the Employee's other obligations and restrictions under this Agreement.

26. Equipment and Resources

26.1 **Equipment remains the property of Burrun Dalai**

- (a) Any appliance, equipment or resource that Burrun Dalai provides to Employees to assist them in performing their duties remains the property of Burrun Dalai.
- (b) All such items must be returned when an Employee's employment is terminated or upon request. Employees are to take good care of any tools, equipment or resources provided to them.

26.2 **Use of Burrun Dalai property**

Where Burrun Dalai provides Employees with equipment for use in the course of their employment whether in the workplace or elsewhere (unless expressly notified in writing), such items are not to be used for personal use and only then in accordance with any limitations or conditions issued by Burrun Dalai from time to time.

26.3 **Loss and damage**

Where Burrun Dalai equipment and/or resources are:

- (a) not returned to Burrun Dalai upon termination of employment or request by Burrun Dalai;
- (b) lost by the Employee; or
- (c) damaged or destroyed due to recklessness or carelessness on the part of the Employee,

the cost of replacing or repairing such items may be recovered from the Employee in the most practical manner allowed under law.

27. Electronic Equipment and Facilities

27.1 Inappropriate use of electronic equipment and facilities

Employees are not to use Burrun Dalai's electronic equipment and facilities, including mobile phones and computers inappropriately (including, but not limited to, accessing gambling-related, pornographic, sexually explicit or offensive sites in accordance with Burrun Dalai's policies). Employees do not have any inherent right to use Burrun Dalai's electronic devices and/or facilities for personal use and any such licence exists at Burrun Dalai's discretion.

27.2 Memory devices and unauthorised software

Employees are not to use any personal memory devices in connection with a work computer or introduce unauthorised software to a work computer. Unauthorised software includes but is not limited to any software for which Burrun Dalai does not have a licence or sufficient licences to entitle further installations.

27.3 IT policies and workplace surveillance

- (a) Burrun Dalai may introduce policies for accessing and monitoring information stored on work computers and ancillary storage devices. The Employee acknowledges and agrees that their email and internet use may be monitored on an intermittent and ongoing basis and that this clause constitutes notice of computer monitoring activities for the purpose of the *Workplace Surveillance Act 2005* (NSW).
- (b) Closed Circuit Television (CCTV) camera surveillance may be installed, or may already have been installed, in some, or all, of the facilities within which Employees are required to undertake their duties. If CCTV is already installed, this constitutes notice of CCTV surveillance activities for the purpose of the *Workplace Surveillance Act 2005* (NSW). If CCTV is to be installed at a future date Employees will receive a separate notice pursuant to the *Workplace Surveillance Act 2005* (NSW).
- (c) Pursuant to section 11 of the *Workplace Surveillance Act 2005* (NSW) it is a requirement that cameras and their associated casings and equipment are clearly visible, and that signage will be in place to notify Employees that they may be under surveillance.
- (d) Pursuant to section 10(2) of the *Workplace Surveillance Act 2005* (NSW) notice of surveillance must be given at least 14 days before the surveillance commences. An Employee may agree to a lesser period of notice

28. Consultation

The provisions for consultation are set out in Schedule 1 to this Agreement.

29. National Employment Standards

Inconsistency with the NES

This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

30. Termination of Employment

30.1 Notice required to be given by Employees

- (a) If a Permanent Employee wishes to terminate their employment at any time, they are required to give Burrun Dalai two weeks' written notice.
- (b) If the Permanent Employee elects to leave early, instead of working the required notice period, Burrun Dalai may release the Permanent Employee, and the Employee may be paid for the period of time that they were in attendance at work.

30.2 Notice required to be given by Burrun Dalai

- (a) In the event that Burrun Dalai is required to terminate an Employees' employment (other than casual Employees), Burrun Dalai will provide that Employee with written notice (or paying them in lieu thereof). The amount of notice required to be given by Burrun Dalai depends on the Employee's length of service. The required notice period will be calculated as follows:

Length of service	Required notice period
Not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) If a full-time or part-time Employee is over 45 years of age at the time notice of termination is issued and has worked continuously for Burrun Dalai for two or more years, an extra week is added to the required notice period.
- (c) For the purposes of the provisions in subclause (a) above, a week's pay is equal to:
 - (i) the Employee's Ordinary Hourly Rate multiplied by:
 - (A) 35 (for full time Employees); or
 - (B) the Employee's average weekly ordinary hours (for part-time Employees) for:

- (1) the preceding 52 weeks; or
 - (2) if the Employee has not been employed for that long, the period of their employment;
- (ii) whichever is applicable, but does not include any commission, bonus or allowance.
- (d) Where Burrun Dalai has given notice of termination to an Employee, and the notice period is not paid out in advance, the Employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment. Such time off is to be taken at times that are convenient to the Employee after consultation with Burrun Dalai.

30.3 Payment in lieu of notice

Any payment in lieu of notice as per this clause will be based upon the Employee's ordinary hours at the Termination Date, including an amount agreed in writing representing commission (where applicable).

30.4 Immediate termination of employment

Both clauses 30.2 and 30.3 do not limit Burrun Dalai's ability to terminate an Employee's employment at any time by way of Summary Dismissal where Burrun Dalai's considers the Employee is guilty of Serious Misconduct.

30.5 Termination of casual Employees' employment

A Casual Employee may be terminated at any time upon the giving of one hour's notice, including part way through a shift, whether or not the Employee has been guilty of any misconduct or poor performance. Where a Casual Employee is terminated, they will only be paid for outstanding unpaid hours worked prior to the Termination Date or, where terminated part way through a shift, until the end of that shift.

30.6 Abandonment of employment

- (a) Employees will be taken to have abandoned their employment if, for two or more consecutive workdays, they are absent from work without prior authorisation and when contacted, cannot provide a reasonable explanation to Burrun Dalai, or Burrun Dalai has been unable to contact the Employee at their usual place of residence.
- (b) In these circumstances, Burrun Dalai will issue a notice of termination to the Employee's last known address, and the date of issue of the notice, will mark the date of commencement of the required notice period (see section 117(3)(a) of the Act).
- (c) After the required notice period has expired, Burrun Dalai may terminate the Employee's employment as per this clause.

31. Redundancy

Provisions regarding redundancy are set out in Schedule 1 to this Agreement.

32. Effect of this Agreement

32.1 Definitions

The Dictionary included in this document provides definitions of a number of terms to which the Agreement refers. Other terms may be defined in the body of the Agreement. Headings are provided for guidance only and do not form part of the operative provisions.

32.2 This is the whole Agreement

- (a) This Agreement represents the entire understanding and agreement between the parties in respect of the Employees' terms and conditions of employment;
- (b) This Agreement supersedes all previous agreements the Employees (or any of them individually) may have had with Burrun Dalai affecting the subject matter of this Agreement; and
- (c) An exception to the provisions of this clause exists when any individual flexibility agreements between Burrun Dalai and its Employees provides conditions more generous than those set out in this Agreement.

33. Void, Voidable or Unenforceable Provision

If any provision of this Agreement at any time is or becomes void, voidable or unenforceable, the remaining provisions of this Agreement will nevertheless remain in full force and effect.

34. Continuity

By signing this Agreement, Employees accept that the nature of their roles and responsibilities may significantly vary throughout their employment with Burrun Dalai but, despite such variations, the terms and conditions of employment set out in this Agreement will continue to apply as contractual provisions unless they are formally varied pursuant to the Act.

35. Dispute Resolution

35.1 Nature of the dispute covered by the clause

If a dispute relates to:

- (a) any matter arising under this Agreement; or
- (b) the NES,

this clause sets out procedures to settle the dispute.

35.2 Employee representative for the dispute

The Employee who is party to the dispute may appoint a representative for the purposes of the procedures in this term.

35.3 Parties to initially try to resolve at workplace level

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee and Burrun Dalai and relevant supervisors and/or management.

35.4 **Thereafter matter may be referred to Fair Work Commission**

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

35.5 **Fair Work Commission to resolve the dispute in two stages**

The Fair Work Commission may deal with the dispute in two stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then arbitrate the dispute and make a determination that is binding on the parties.

35.6 **Responsibilities while a dispute is being resolved**

While the parties are trying to resolve the dispute using the procedures in this term:

- (a) the Employee must continue to perform their work as they would normally perform unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) the Employee must comply with a direction given by Burrun Dalai to perform other available work at the same workplace, or at another workplace, unless the work is not safe, applicable occupational health and safety legislation would not permit the work to be performed, the work is not appropriate for the Employee to perform, or there are other reasonable grounds for the Employee to refuse to comply with the direction.

35.7 **Parties to be bound by the decision**

The Employee and Burrun Dalai agree to be bound by a decision made by the Fair Work Commission in accordance with the Act.

36. **Dictionary**

An **Aboriginal or Torres Strait Islander** is a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander and is accepted as such by the community in which he [or she] lives.

Act means the *Fair Work Act 2009* (Cth), as amended and in force from time to time.

Casual Loading means the Basic Hourly Rate x 25%.

Confidential Information includes but is not limited to the following:

- (a) information that becomes known to Employees or to which Employees obtain access during their period of employment with Burrun Dalai that is not in the public domain;

- (b) in respect of Clients, workers or volunteers: their files, names (including but not limited to Suppliers), contact details, addresses, bank or credit details, income and financial details, security details (including passwords and security access codes), personal information, medical information, profiles, preferences, price lists, purchasing habits, attitudes and idiosyncrasies, as well as any marketing research concerning them;
- (c) in respect of Burrun Dalai:
 - (i) all financial records;
 - (ii) security details (including passwords and security access codes, as well as cash handling details);
 - (iii) all details of Clients, Aboriginal Children and Young People and their Foster and Birth Families,

and details of:

 - (iv) legal or financial advice received by Burrun Dalai;
 - (v) litigation or prosecutions involving Burrun Dalai;
 - (vi) instructions given by Burrun Dalai to legal or financial advisors;
 - (vii) any correspondence or notices received or sent by advisors of Burrun Dalai in respect of Burrun Dalai;
 - (viii) details of any operational/marketing systems, plans, strategies, methodologies or techniques, including but not limited to the details and/or contents of any Burrun Dalai specific databases/programs; and
 - (ix) details of correspondence or conversations between Burrun Dalai, related entities, worker, Clients and/or government departments or instrumentalities (including police).

Client means any Person who which Burrun Dalai has responsibility for.

Health Professional means Employees who perform work that falls within a classification in the Health Professionals Award.

Health Professionals Award means the *Health Professionals and Support Services Award 2020* (Cth) [MA000027]

Immediate Family includes:

- (a) a spouse, de facto spouse (a Person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis [whether the Employee and the Person are of the same sex or different sexes] and includes a former de facto partner of the Employee), child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling;
- (b) a child (including an adopted or fostered child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee's spouse or de facto spouse; and

- (c) a Person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

Meal Appropriate means the meal which is usually served at the time of day where it is provided.

NES means the National Employment Standards as contained in sections 59 to 131 of the Act.

Non-Health Professionals means Employees who work in the social and community services sector, the crisis assistance and supported housing sector, the home care sector and the family day care scheme sector as defined in the SCHADS Award.

Ordinary Business Hours means Monday to Friday, 8:00 am to 5:00 pm.

Ordinary Hourly Rate means the rate detailed in column 3 of Clause 9.2(b).

Permanent Employee is any Employee referred to in clauses 5.2 and 5.3.

Person includes a natural person, firm, partnership, body corporate, unincorporated association, body politic or other entity.

Public Holiday means days gazetted by Government that allow Employees to either take the day off work without loss of pay, or be paid penalty rates for working on such days.

Serious Misconduct means conduct warranting Summary Dismissal. Regulation 1.07 of the *Fair Work Regulations 2009* (Cth) provides as follows:

Meaning of serious misconduct

- (1) *For the definition of **serious misconduct** in section 12 of the Act, serious misconduct has its ordinary meaning.*
- (2) *For subregulation (1), conduct that is serious misconduct includes both of the following:*
 - (a) *wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;*
 - (b) *conduct that causes serious and imminent risk to:*
 - (i) *the health or safety of a person; or*
 - (ii) *the reputation, viability or profitability of the employer's business.*
- (3) *For subregulation (1), conduct that is serious misconduct includes each of the following:*
 - (a) *the employee, in the course of the employee's employment, engaging in:*
 - (i) *theft; or*
 - (ii) *fraud; or*
 - (iii) *assault;*
 - (b) *the employee being intoxicated at work;*
 - (c) *the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.*

- (4) *Subregulation (3) does not apply if the employee is able to show that, in the circumstances, the conduct engaged in by the employee was not conduct that made employment in the period of notice unreasonable.*
- (5) *For paragraph (3)(b), an employee is taken to be intoxicated if the employee's faculties are, by reason of the employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the employee is unfit to be entrusted with the employee's duties or with any duty that the employee may be called upon to perform.*

SCHADS Award means the *Social, Community, Home Care and Disability Services Industry Award 2010 (Cth)*

Shiftworker means an employee engaged to work in accordance with the provisions of clause 5.1 of Schedule 1.

Summary Dismissal means when Burrun Dalai dismisses an Employee, without notice or payment in lieu of notice because the Employee has engaged in Serious Misconduct.

Supplier means any third-party Person or entity that has entered into a contract or arrangement with Burrun Dalai, for the provision of goods or services to Burrun Dalai.

Termination Date means the date on which an Employee ceases to be employed by Burrun Dalai.


TOIL Day means an entire day off work taken due to the accrual of 7 hours of TOIL at the equivalent of the Employee's Ordinary Hours.

Weekdays means Monday to Friday.

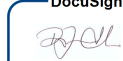
SIGNED as an Agreement.

Signed by)
Burrun Dalai Aboriginal Corporation)
 ICN 9572)
 in accordance with section 99.5(1)(a) of)
 the Corporations Aboriginal and Torres)
 Strait Islander Act 2006 (Cth): -:


 15/3/2024 | 11:19 AM AEDT
 6F78050CB8034C9...
 Signature of Director/Chairperson
 Michael Brogan
 26 Martin Street
 ARMIDALE NSW 2350
 Name of director


 15/3/2024 | 11:33 AM AEDT
 0334DE8202A5476...
 Signature of Director/Treasurer
 Fiona Murray
 42 Bayview Road
 TEA GARDENS NSW 2324
 Name of director

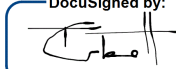
Signed by)
Individual Full Name)
in the presence of:)

 15/3/2024 | 12:38 PM AEDT

Signature of witness
Russell Stephen Smith
Chief Executive Officer
CPA/NSW JP R/N 143 699

Name of witness
4 Demi Parade
Harrington NSW 2427

Address of witness

DocuSigned by:
 15/3/2024 | 12:34 PM AEDT
B0977B925E2D46F...
Tjanara Corbett

Signature of Individual name
Burrin Dalai Aboriginal Corporation
employee, Casework Manager

13 Borrowdale Close
North Tamworth NSW 2340

Schedule 1

1. Individual flexibility arrangements

1.1 Purpose and scope of the Agreement

An Employee and Burrun Dalai may agree in writing to make an Individual Flexibility Arrangement (IFA) to vary the effect of the terms of this Agreement if:

- (a) The IFA deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; or
 - (v) leave loading.
- (b) The IFA meets the genuine needs of Burrun Dalai and the Employee in relation to one or more the matters mentioned in clause 1.1 of this Schedule; and
- (c) The arrangement is genuinely agreed to by Burrun Dalai and the Employee.

1.2 Essential elements of the arrangement

Burrun Dalai must ensure that the terms of the IFA:

- (a) Are about permitted matters under section 172 of the Act; and
- (b) Are not unlawful terms under section 194 of the Act; and
- (c) Result in the Employee being better off overall than the Employee would be if no arrangement was made.

1.3 Form of the arrangement

Burrun Dalai must ensure that the IFA:

- (a) Is in writing; and
- (b) Includes the name of Burrun Dalai and the Employee; and
- (c) Is signed by the Employee (and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee) and an authorised representative of Burrun Dalai; and
- (d) Includes details of:
 - (i) the terms of this Agreement that will be varied by the IFA; and
 - (ii) how the IFA will vary the effect of this Agreement; and

- (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (iv) states the day on which the arrangement commences.

1.4 **Delivery of the IFA document**

Burrin Dalai must give the Employee a copy of the IFA within 14 days after it is agreed to.

1.5 **Termination of the agreement**

The IFA may be terminated by Burrin Dalai or the Employee:

- (a) By giving the other party to the IFA no more than 28 days written notice; or
- (b) At any time, if both Burrin Dalai and the Employee agree in writing.

2. **Casual conversion to permanent employment**

- 2.1 A Regular Casual Employee who has worked equivalent full-time hours as per the Agreement over the preceding period of 12 months casual employment with Burrin Dalai has the right to request that their employment be converted to full-time or part-time employment as per this clause (**Request**).
- 2.2 A Regular Casual Employee who has worked less than the equivalent full-time hours as per the Agreement over the preceding period of 12 months' casual employment, at the date the Request is made, may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 2.3 Subject to clauses 2.7 – 2.9 of this Schedule, and provided Burrin Dalai employs more than 14 Employees on the date the Request is made, Burrin Dalai must make an offer of permanent employment to the Employee.
- 2.4 The offer must:
 - (a) Be in writing; and
 - (b) Be an offer for the Employee to convert:
 - (i) for an Employee that has worked the equivalent of full-time hours as per clause 2.1 of this Schedule - to full-time employment; or
 - (ii) for an Employee that has worked less than the equivalent of full-time hours as per clause 2.2 of this Schedule to part-time employment that is consistent with the regular pattern of hours worked during that period; and
 - (c) Be given to the Employee within the period of 21 days after the end of the 12-month period referred to in clause 2.1 of this Schedule.
- 2.5 For the purposes of this schedule a **Regular Casual Employee** is a casual Employee:
 - (a) Who has been employed by Burrin Dalai for at least 12 months;

- (b) During at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee under the provisions of this Agreement; and
- (c) Whose regular hours could continue as a Permanent Employee without significant changes being made to Burrun Dalai's operations.

2.6 Regular Casual Employees will be asked by Burrun Dalai in writing if they wish to elect to have their employment converted to full-time or part-time employment, within four weeks of the Employee having attained a period of 12 months working a regular pattern of hours on an ongoing basis.

2.7 Where:

- (a) A Regular Casual Employee seeks to convert to full-time or part-time employment; or
- (b) Burrun Dalai asks a Regular Casual Employee if they wish to convert to full-time or part-time employment,

Burrun Dalai may agree to, or refuse, to convert the casual Employee to full-time or part-time employment, but the Request may only be refused on reasonable grounds and after there has been consultation with the Employee.

2.8 Reasonable grounds for refusal include that:

- (a) It would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this Agreement, that is, the casual Employee is not truly a Regular Casual Employee as defined in clause 2.5 of this Schedule;
- (b) It is known or reasonably foreseeable that the Regular Casual Employee's position will cease to exist within the next 12 months;
- (c) It is known or reasonably foreseeable that the hours of work which the Regular Casual Employee is required to perform will be significantly reduced in the next 12 months; or
- (d) It is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Regular Casual Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.

2.9 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

2.10 Where Burrun Dalai refuses to convert a Regular Casual Employee to full-time or part-time employment, Burrun Dalai must provide the casual Employee with Burrun Dalai's reasons for refusal in writing within 21 days of the Request being made. If the Employee does not accept Burrun Dalai's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 35 of the Agreement. Under that procedure, the Employee or Burrun Dalai may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

- 2.11 Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause, Burrun Dalai and the Employee must discuss and record in writing:
- (a) The form of employment to which the Employee will convert – that is, full-time or part-time employment; and
 - (b) If it is agreed that the Employee will become a part-time Employee, the matters referred to in clause 5.3(a) of the Agreement.
- 2.12 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 2.13 Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of Burrun Dalai.
- 2.14 A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 2.15 Nothing in this clause obliges a Regular Casual Employee to convert to full-time or part-time employment, nor permits Burrun Dalai to require a Regular Casual Employee to so convert.
- 2.16 Nothing in this clause requires Burrun Dalai to increase the hours of a Regular Casual Employee seeking conversion to full-time or part-time employment.
- 2.17 Burrun Dalai must provide a casual Employee, whether a Regular Casual Employee or not, with a copy of the provisions of this subclause within the first 12 months of the Employee's first engagement to perform work as an Employee of Burrun Dalai.
- 2.18 A casual Employee's right to Request to convert is not affected if Burrun Dalai fails to comply with the notice requirements in clause 2.6 of this Schedule.

3. Consultation

3.1 Application of the Term

This clause applies if Burrun Dalai:

- (a) Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

3.2 Major change

For a change referred to in clause 3.1 of this Schedule:

- (a) Burrun Dalai must notify the relevant Employees of the decision to introduce the major change; and

- (b) Comply with sub-clauses 3.3 to 3.10 of this Schedule will apply.

3.3 Employee representative appointment

- (a) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (b) Burrun Dalai must recognise the Employee representative appointment if:
 - (i) a relevant Employee appoints, or relevant Employees, appoint a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise Burrun Dalai of the identity of the representative.

3.4 Commencement of discussions

As soon as practicable after making its decision, Burrun Dalai must:

- (a) Discuss with the relevant Employees:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the Employees;
 - (iii) measures Burrun Dalai is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) For the purposes of the discussion -- provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

3.5 No requirement to disclose Confidential Information

However, Burrun Dalai is not required to disclose Confidential Information or commercially sensitive information to the relevant Employees.

3.6 Consideration of issues raised

Burrun Dalai must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

3.7 Exception

If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Burrun Dalai, the requirements set out in sub-clause 3.2(a) of this Schedule and clauses 3.3 to 3.6 of this Schedule are taken not to apply.

3.8 Major Change

In this Agreement, a major change is likely to have a significant effect on Employees if it results in:

- (a) The termination of the employment of Employees;
- (b) Major change to the composition, operation or size of Burrun Dalai's workforce or to the skills required of Employees;
- (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- (d) The alteration of hours of work;
- (e) The need to retrain Employees;
- (f) The need to relocate Employees to another workplace; or
- (g) The restructuring of jobs.

3.9 Interpretation

In this clause:

"*relevant Employees*" means the Employees who may be affected by a change referred to in clause 3.1 of this Schedule.

4. Redundancy

4.1 The obligation:

- (a) If the employment of a Permanent Employee is terminated because their position has become redundant and at the Termination Date Burrun Dalai has 15 or more Employees, Burrun Dalai will pay the Employee a lump sum redundancy payment based on the Employee's period of continuous service with Burrun Dalai.
- (b) Employees whose employment ceases due to Serious Misconduct are not entitled to such a payment.

4.2 Amount of the redundancy payment

Payment will be made in accordance with this table:

Years of service	Payment
Less than 1 year	2 weeks' pay
1 year and up to 2 years	4 weeks' pay
2 years and up to 3 years	6 weeks' pay
3 years and up to 4 years	7 weeks' pay
4 years and up to 5 years	8 weeks' pay
5 years and up to 6 years	10 weeks' pay
6 years and up to 7 years	11 weeks' pay
7 years and up to 8 years	13 weeks' pay
8 years and up to 9 years	14 weeks' pay
9 years and up to 10 years	16 weeks' pay
10 years and over	12 weeks' pay

4.3 **Calculating a week's pay**

For the purposes of this provision, a week's pay is equal to tThe Employee's Ordinary Hourly Rate multiplied by:

- (a) 35 (for full time Employees); or
- (b) For part-time Employee, the Employee's average weekly ordinary hours for:
 - (v) the preceding 52 weeks; or
 - (vi) if the Employee has not been employed for that long, the period of their employment,

whichever is applicable, but does not include any commission, bonus or allowance.

4.4 **Where offer of acceptable alternative employment is made**

Where an Employee's position is made redundant and the Employee is offered acceptable alternative employment, then subject to the provisions of the Act, they will not be entitled to any redundancy (severance) payment in accordance with this clause or at all, irrespective of whether they accept the alternative position.

4.5 **Transfer to lower paid duties on redundancy**

- (a) If, because of redundancy, an Employee is transferred to new duties to which a lower Ordinary Hourly Rate applies, Burrun Dalai may:
 - (vii) give the Employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
 - (viii) transfer the Employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 4.5(b) below.
- (b) If Burrun Dalai acts as mentioned in paragraph 4.5(a)(ii) above, the Employee is entitled to a payment of an amount equal to the difference between the Ordinary Hourly Rate of the Employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the Employee would have worked in the first role, and the Ordinary Hourly Rate (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the Employee in the second role for the period for which notice was not given.

4.6 **Job search**

Where Burrun Dalai have given notice of termination to an Employee, the Employee will be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by clause 4.2 of this Schedule for the purpose of seeking other employment.

5 Shiftwork

5.1 **For the purpose of the NES, a shift worker is:**

- (a) An Employee who works for more than 4 ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues; or
- (b) An Employee who works at least eight sleepover care shifts in accordance with clause 9.14 of the Agreement during the yearly period in respect of which their annual leave accrues; and

is entitled to an additional week's annual leave on the same terms and conditions.

5.2 Engagement in shiftwork

Where Burrun Dalai wishes to engage an Employee in shiftwork, Burrun Dalai will advise the employee in writing, specifying the period over which the shift is ordinarily worked.

5.3 Ordinary hours of work for shift workers

- (a) The ordinary hours of work will be 38 hours per week or an average of 38 hours per week and will be worked either:
 - (i) in a week of five days in shifts not exceeding eight hours each;
 - (ii) in a fortnight of 76 hours in 10 shifts not exceeding eight hours each; or
 - (iii) in a four week period of 152 hours to be worked as 19 shifts of eight hours each, subject to practicality.
- (b) By agreement, the ordinary hours in clause 5.3(a) of this Schedule may be worked up to 10 hours per shift.

5.4 Overtime

- (a) A full-time employee who is employed to work in accordance with the provisions of clause 5.1 of this Schedule will be paid the following payments for all work done in addition to their rostered ordinary hours on any day.
 - (i) For all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first 3 hours and double time thereafter;
 - (ii) For all authorised overtime on a Sunday, payment will be made at the rate of double time;
 - (iii) For all authorised overtime on a public holiday, payment will be made at the rate of double time and a half; and
 - (iv) overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clauses 5.5 and 5.6 of Schedule 1.
- (b) Part-time employees and casual employees employed to work in accordance with the provisions of clause 5.1 of this Schedule.
 - (i) All time worked by part-time or casual employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first 2 hours and double time thereafter, except

that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.

- (ii) All time worked by part-time or casual employees which exceeds 10 hours per day, will be paid at the rate of time and a half for the first 2 hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- (iii) Time worked up to the hours prescribed in clause 5.4(b)(ii) of Schedule 1 will, subject to clause 5.4(b)(i) of Schedule 1, not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual employees).
- (iv) All time worked outside the span of hours by part-time and casual day workers will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- (v) Overtime rates payable under clause 5.4(b) of this Schedule will be in substitution for and not cumulative upon the shift premiums prescribed in clause 5.6 of this Schedule and are not applicable to ordinary hours worked on a Saturday or Sunday.

5.5 **Saturday and Sunday work**

- (a) Shift workers whose ordinary working hours include work on a Saturday and/or Sunday will be paid:
- (b) at 150% of the ordinary rate for hours worked midnight Friday and Midnight Saturday (**Saturday work**); and
- (c) at 200% of the ordinary rate for hours worked midnight Saturday and Midnight Sunday (**Sunday work**).
- (d) The rates in clause 5.5 of this Schedule are in substitution for and not cumulative upon the shift premiums prescribed in clause 5.6 of this Schedule and are not applicable to overtime worked on a Saturday and Sunday

5.5 **Definitions**

- (a) Afternoon shift means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.
- (b) Night shift means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.
- (c) A public holiday shift means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

5.6 **Shift allowances and penalty rates**

- (a) An Employee who works an afternoon shift will be paid a loading of 12.5% of their ordinary rate of pay for the whole of such shift.

- (b) An Employee who works a night shift will be paid a loading of 15% of their ordinary rate of pay for the whole of such shift.
- (c) An Employee who works a public holiday shift will be paid a loading of 150% of their ordinary rate of pay for that part of such shift which is on the public holiday.

5.7 **Rosters**

- (a) The ordinary hours of work for each Employee (except casual Employees) will be displayed on a fortnightly roster in a place conveniently accessible to Employees. The roster will be posted at least two weeks before the commencement of the roster period.
- (b) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email, facsimile or any electronic means of communication.
- (c) It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.

5.8 **Change in roster**

- (a) Seven days' notice will be given of a change in a roster.
- (b) However, a roster may be changed at any time:
 - (i) if the change is proposed by an Employee to accommodate an agreed shift swap with another Employee, subject to the agreement of the employer; or
 - (ii) to enable the service of the organisation to be carried on where another Employee is absent from duty on account of illness, or in an emergency.
- (c) This clause will not apply where the only change to the roster of a part-time Employee is the mutually agreed addition of extra hours.
- (d) Where practicable, accrued days off (**ADOs**) will be displayed on the roster.
- (f) In the event that an Employee is not able to work a rostered shift they will notify Burrun Dalai of this at the earliest opportunity.

5.9 **Rest breaks between rostered work**

- 1.2 An Employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another.

5.10 **Rostered days off**

Employees, other than a casual Employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.

Attachment A

Burrin Dalai Employee Level 1

Characteristics of Burrin Dalai Employee Level 1

- a) A person employed as a Burrin Dalai Employee Level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.
- g) At this level, employers are expected to offer substantial internal and/or external training.

Responsibilities of Burrin Dalai Employee Level 1

A position at this level may include some of the following inputs or those of a similar value:

- a) undertake routine activities of a clerical and/or support nature;
- b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- c) provide routine information including general reception and telephonist duties;
- d) provide general stenographic duties;
- e) apply established practices and procedures;
- f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
- g) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;

- h) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

Requirements of the position

Some or all of the following are needed to perform work at this level:

- a) Skills, knowledge, experience, qualifications and/or training
 - i. developing knowledge of the workplace function and operation;
 - ii. basic knowledge of administrative practices and procedures relevant to the workplace;
 - iii. a developing knowledge of work practices and policies of the relevant work area;
 - iv. basic numeracy, written and verbal communication skills relevant to the work area;
 - v. at this level employers are required to offer substantial on-the-job training.
- b) Organisational relationships
 - Work under direct supervision.
- c) Extent of authority
 - i. Work outcomes are clearly monitored.
 - ii. Freedom to act is limited by standards and procedures.
 - iii. Solutions to problems are found in established procedures and instructions with assistance readily available.
 - iv. Project completion according to instructions and established procedures.
 - v. No scope for interpretation.

Burrin Dalai Employee Level 2

Characteristics of Burrin Dalai Employee Level 2

- a) A person employed as a Burrin Dalai Employee Level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may

contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.

- c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level.
- f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

Responsibilities of Burrun Dalai Employee Level 2

A position at this level may include some of the following:

- a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- b) achieve outcomes which are clearly defined;
- c) respond to enquiries;
- d) assist senior employees with special projects;
- e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- i) assist in calculating and maintaining wage and salary records;
- j) assist with administrative functions;
- k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;

- l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above.

Requirements of the position

Some or all of the following are needed to perform work at this level:

- a) Skills, knowledge, experience, qualification and/or training
 - i. basic skills in oral and written communication with clients and other members of the public;
 - ii. knowledge of established work practices and procedures relevant to the workplace;
 - iii. knowledge of policies relating to the workplace;
 - iv. application of techniques relevant to the workplace;
 - v. developing knowledge of statutory requirements relevant to the workplace;
 - vi. understanding of basic computing concepts.
- b) Prerequisites
 - i. an appropriate certificate relevant to the work required to be performed;
 - ii. will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
 - iii. appropriate on-the-job training and relevant experience; or
 - iv. entry point for a diploma without experience.
- c) Organisational relationships
 - i. work under regular supervision except where this level of supervision is not required by the nature of responsibilities under this level being undertaken;
 - ii. provide limited guidance to a limited number of lower classified employees.

- a) Extent of authority
 - i. work outcomes are monitored;
 - ii. have freedom to act within established guidelines;
 - iii. solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

Burrun Dalai Employee Level 3

Characteristics of Burrun Dalai Employee Level 3

- a) A person employed as a Burrun Dalai Employee Level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.
- e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

Responsibilities of Burrun Dalai Employee Level 2

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- a) undertake responsibility for various activities in a specialised area;
- b) exercise responsibility for a function within the organisation;
- c) allow the scope for exercising initiative in the application of established work procedures;
- d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- i) supervise a limited number of lower classified employees or volunteers;
- j) allow the scope for exercising initiative in the application of established work procedures;
- k) deliver single stream training programs;
- l) co-ordinate elementary service programs;
- m) provide assistance to senior employees;
- n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - i. undertake some minor phase of a broad or more complex assignment;
 - ii. perform duties of a specialised nature;
 - iii. provide a range of information services;
 - iv. plan and co-ordinate elementary community-based projects or programs;
 - v. perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- o) in the delivery of disability services as described under Burrun Dalai Employee Level's 1 and 2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

Requirements of the job

a) Some or all of the following are needed to perform work at this level:

- i. Skills, knowledge, experience, qualifications and/or training
- ii. thorough knowledge of work activities performed within the workplace;
- iii. sound knowledge of procedural/operational methods of the workplace;
- iv. may utilise limited professional or specialised knowledge;
- v. working knowledge of statutory requirements relevant to the workplace;
- vi. ability to apply computing concepts.

b) Prerequisites

- i. entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;
- ii. entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;
- iii. associate diploma with relevant experience; or
- iv. relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

c) Organisational relationships

- i. graduates work under direct supervision;
- ii. works under general supervision except where this level of supervision is not required by the nature of the responsibilities being undertaken;
- iii. operate as member of a team;
- iv. supervision of other employees.

d) Extent of authority

- i. graduates receive instructions on the broader aspects of the work;
- ii. freedom to act within defined established practices;
- iii. problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

Burrun Dalai Employee Level 4

Characteristics Burrun Dalai Employee Level 4

- a) A person employed as a Burrun Dalai Employee Level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.
- b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

Responsibilities Burrun Dalai Employee Level 4

- a) To contribute to the operational objectives of the workplace, a position at this level may include some of the following:
- b) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- c) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- d) identification of specific or desired performance outcomes;
- e) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- f) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- g) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- h) provide administrative support of a complex nature to senior employees;
- i) exercise responsibility for various functions within a work area;

- j) provide assistance on grant applications including basic research or collection of data;
- k) undertake a wide range of activities associated with program activity or service delivery;
- l) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- m) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- n) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- o) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- p) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - i. liaise with other professionals at a technical/professional level;
 - ii. discuss techniques, procedures and/or results with clients on straight forward matters;
 - iii. lead a team within a specialised project;
 - iv. provide a reference, research and/or technical information service;
 - v. carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - vi. perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - vii. assist senior employees with the planning and co-ordination of a community program of a complex nature.

Requirements of the position

- a) Some or all of the following are needed to perform work at this level:
 - i. Skills, knowledge, experience, qualifications and/or training
 - ii. knowledge of statutory requirements relevant to work;
 - iii. knowledge of organisational programs, policies and activities;
 - iv. sound discipline knowledge gained through experience, training or education;
 - v. knowledge of the role of the organisation and its structure and service;

- vi. specialists require an understanding of the underlying principles in the discipline.
- b) Prerequisites
- i. relevant four year degree with one years relevant experience;
 - ii. three year degree with two years of relevant experience;
 - iii. associate diploma with relevant experience;
 - iv. lesser formal qualifications with substantial years of relevant experience; or
 - v. attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,
- c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
- d) Employees working as sole employees will commence at this level.
- e) Organisational relationships
- i. works under general direction;
 - ii. supervises other staff and/or volunteers or works in a specialised field.
- f) Extent of authority
- i. required to set outcomes within defined constraints;
 - ii. provides specialist technical advice;
 - iii. freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
 - iv. solutions to problems generally found in precedents, guidelines or instructions;
 - v. assistance usually available.

Burrin Dalai Employee Level 5

Characteristics of Burrin Dalai Employee Level 5

- a) A person employed as a Burrin Dalai Employee Level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

- b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.
- e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.
- f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

Responsibilities Burrun Dalai Employee Level 5

- a) To contribute to the operational objectives of the work area, a position at this level may include some of the following:
 - b) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
 - c) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
 - d) undertake a minor phase of a broader or more complex professional assignment;
 - e) assist with the preparation of or prepare organisation or program budgets in liaison with management;
 - f) set priorities and monitor work flow in the areas of responsibility;
 - g) provide expert advice to employees classified at lower levels and/or volunteers;
 - h) exercise judgment and initiative where procedures are not clearly defined;
 - i) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
 - j) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
 - k) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation

- l) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- m) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- n) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- o) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- p) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- q) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
 - i. where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following;
 - ii. under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - iii. exercise professional judgment within prescribed areas;
 - iv. carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - v. provide reports on progress of program activities including recommendations;
 - vi. exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - vii. plan, develop and operate a community service organisation of a moderately complex nature.

Requirements of the position

- a) Some or all of the following are needed to perform work at this level:
 - i. Skills, knowledge, experience, qualifications and/or training
 - ii. knowledge of organisational programs, policies and activities;
 - iii. sound discipline knowledge gained through experience;
 - iv. knowledge of the role of the organisation, its structure and services.
- b) Prerequisites
 - i. relevant degree with relevant experience;

- ii. associate diploma with substantial experience;
 - iii. qualifications in more than one discipline;
 - iv. less formal qualifications with specialised skills sufficient to perform at this level; or
 - v. attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.
- c) Organisational relationships
- i. work under general direction;
 - ii. supervise other employees and/or volunteers.
- d) Extent of authority
- i. exercise a degree of autonomy;
 - ii. control projects and/or programs;
 - iii. set outcomes for lower classified staff;
 - iv. establish priorities and monitor work flow in areas of responsibility;
 - v. solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

Burrun Dalai Employee Level 6

Characteristics of Burrun Dalai Employee Level 6

- a) A person employed as a Burrun Dalai Employee Level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.
- c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-

ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

- d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.
- e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

Responsibilities Burrun Dalai Employee Level 6

- a) To contribute to the operational objectives of the work area, a position at this level may include some of the following:
- b) undertake significant projects and/or functions involving the use of analytical skills;
- c) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- d) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;
- e) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- f) negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- g) provide advice on matters of complexity within the work area and/or specialised area;
- h) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- i) exercise autonomy in establishing the operation of the work area;
- j) provide a consultancy service for a range of activities and/or to a wide range of clients;
- k) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - i. provide support to a range of activities or programs;
 - ii. control and co-ordinate projects;
 - iii. contribute to the development of new procedures and methodology;
 - iv. provide expert advice and assistance relevant to the work area;

- v. supervise/manage the operation of a work area and monitor work outcomes;
- vi. supervise on occasions other specialised staff;
- vii. supervise/manage the operation of a discrete element which is part of a larger organisation;
- viii. provide consultancy services for a range of activities.

Requirements of the position

Some or all of the following are needed to perform work at this level:

- a) Skills, knowledge, experience, qualification and/or training
 - i. comprehensive knowledge of organisation policies and procedures;
 - ii. specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
 - iii. specialist knowledge gained through experience, training or education;
 - iv. appreciation of the long term goals of the organisation;
 - v. detailed knowledge of program activities and work practices relevant to the work area;
 - vi. knowledge of organisation structures and functions;
 - vii. comprehensive knowledge of requirements relevant to the discipline.
- b) Prerequisites
 - i. degree with substantial experience;
 - ii. post graduate qualification;
 - iii. associate diploma with substantial experience;
 - iv. attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- c) Organisational relationships
 - i. works under limited direction from senior employees of the Committee of Management or Board;
 - ii. supervision of staff.
- d) Extent of authority
 - i. exercise a degree of autonomy;

- ii. may manage a work area or medium to large organisation or multi-worksite organisation;
- iii. has significant delegated authority;
- iv. selection of methods and techniques based on sound judgment;
- v. manage significant projects and/or functions;
- vi. solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

Burrun Dalai Employee Level 7

Characteristics of Burrun Dalai Employee Level 7

- a) A person employed as a Burrun Dalai Employee Level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.
- b) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- d) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.
- e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
- f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

Responsibilities of Burrun Dalai Employee Level 7

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- b) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;

- c) develop work practices and procedures for various projects;
- d) establish work area outcomes;
- e) prepare budget submissions for senior officers and/or the organisation;
- f) develop and implement significant operational procedures;
- g) review operations to determine their effectiveness;
- h) develop appropriate methodology and apply proven techniques in providing specialised services
- i) where prime responsibility lies in a professional field an officer at this level:
- j) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
- k) provides a consultancy service to a wide range of clients;
- l) functions may involve complex professional problem solving;
- m) provides advice on policy method and contributes to its development.

Requirements of the position

Some or all of the following are needed to perform work at this level:

- a) Skills, knowledge, experience, qualification and/or training
 - i. comprehensive knowledge of policies and procedures;
 - ii. application of a high level of discipline knowledge;
 - iii. qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
 - iv. lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
 - v. a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- b) Organisational relationships
 - i. works under limited direction;
 - ii. normally supervises other employees and establishes and monitors work outcomes.
- c) Extent of authority
 - i. may manage section or organisation;

- ii. has significant delegated authority;
- iii. selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

Burrin Dalai Employee Level 8

Characteristics of Burrin Dalai Employee Level 8

- a) A person employed as a Burrin Dalai Employee Level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.
- b) A person employed as a Burrin Dalai Employee Level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.
- c) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- f) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- g) Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

Responsibilities Burrin Dalai Employee Level 8

A position at this level may include some of or similar responsibilities to:

- a) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;

- c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- f) administer complex policy and program matters;
- g) may offer consultancy service;
- h) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- i) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - i. contribute to the development of operational policy;
 - ii. assess and review the standards of work of other specialised personnel/external consultants;
 - iii. initiate and formulate organisational programs;
 - iv. implement organisational objectives within corporate goals;
 - v. develop and recommend ongoing plans and programs.

Requirements of the position

Some or all of the following are needed to perform work at this level:

- a) Skills, knowledge, experience, qualification and/or training
 - i. detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
 - ii. detailed knowledge of statutory requirements.
- b) Prerequisites
 - i. qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;
 - ii. substantial post graduate experience;
 - iii. lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or

- iv. attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

Attachment B

Burrn Dalai Health Professional Employee Level 1

This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer. It is also the level for the early stages of the career of a health professional.

Burrn Dalai Health Professional Employee Level 2

- a) A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.
- b) At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

Burrn Dalai Health Professional Employee Level 3

- a) A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.
- b) An employee at this level:
 - i. works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
 - ii. is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
 - iii. may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
 - iv. is performing across a number of recognised specialties within a discipline;
 - v. may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
 - vi. may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and

- vii. is responsible for providing support for the efficient, cost effective and timely delivery of services.

Burrup Dalai Health Professional Employee Level 4

- a) A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.
- b) An employee at this level:
 - i. has a proven record of achievement at a senior level;
 - ii. has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;
 - iii. may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
 - iv. supervises staff where required; and
 - v. is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.