



CHARITABLE AGED AND DISABILITY CARE SERVICES (STATE) AWARD

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2. DEFINITIONS

“**Adult Service**” means service with an employer during which the worker received a rate of pay not less than the lowest rates fixed by this award for an adult, in the same classification as the worker, or the employee is on the age scale at 18 years and over.

“**A.S.A.**” means the Aged Services Association of New South Wales (Industrial) a registered organization of employers that is party to this award.

“**Association**” means the Health and Research Employees' Association of New South Wales.

“**C.C.E.R.**” means the Catholic Commission for Employment Relations that is an employer party to this award.

“**Day Worker**” means an employee who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 a.m. and at or before 10:30 a.m., otherwise than as part of a shift system.

“**Engagement**” means time that an employee is engaged in homecare services with the client/s joined by the time taken to travel between clients, meal breaks, and rest periods, including overtime worked continuously after the engagement.

“**Homecare Residence**” means the homecare client’s place of abode.

“**Ordinary Pay**” includes base pay and over award payments for ordinary hours of work; Climatic and Isolation allowances; Leading Hand allowance; and Service allowance. It does not include shift or weekend penalties.

“**Shift Worker**” means an employee who is not a day worker as defined.

3. ANTI-DISCRIMINATION

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and carer status.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which by its terms or operation, has a direct or indirect discriminatory effect.

- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

4. EMPLOYMENT CLASSIFICATIONS

The duties required to be undertaken by an employee in any of the following classifications shall remain within that employee's skills and competence in accordance with Clause 35-Labour Flexibility and Mixed Functions.

Where the employer requires the employee to perform any or all of the tasks set out below, the employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.

(i) CARE SERVICE EMPLOYEES

New Entrant

An employee with less than 500 Hours work experience in this industry who performs basic duties under direct supervision.

Such employees perform routine functions requiring understanding of clear rules and procedures.

Work is performed using established practices, procedures and instructions including compliance with documentation requirements as determined by the employer.

Problems should be referred to a more senior staff member. Indicative tasks an employee at this level may perform are as follows.

Typical Duties:

CARE STREAM	SUPPORT STREAM	MAINTENANCE STREAM
Carry out simple tasks under supervision to assist a higher grade Care Service Employee attending to the personal needs of residents	General assistance to higher grade employees in the full range of Domestic duties.	General labouring assistance to higher-grade employees in the full range of gardening and maintenance duties.

Grade 1

An employee who has 500 hours work experience in the industry or who has/or can demonstrate relevant prior experience, acceptable to the employer, which enables the employee to work effectively at this level.

A Junior Employee (less than 18 years) when classified at this grade may be paid as a new entrant.

An employee who works under limited supervision individually or in a team environment or on sleepover.

Employees at this level work within established guidelines including compliance with documentation requirements as determined by the employer. In some situations detailed instructions may be necessary.

Indicative tasks an employee at this level may perform are as follows.

Typical Duties

CARE STREAM	SUPPORT STREAM	MAINTENANCE STREAM
<p>Under limited supervision, provide assistance to residents in carrying out simple personal care tasks which shall include but not be limited to:</p> <ul style="list-style-type: none"> • Supervise daily hygiene eg assisting with showers or baths, shaving, cutting nails; • lay out clothes and assist in dressing; • make beds and tidy rooms; • store clothes and clean wardrobes; • assist with meals. <p>Under direct supervision, provide assistance to a higher Grade Care Service Employee in attending to the personal care needs of a resident.</p>	<p>Performance under limited supervision of the full range of Domestic duties including but not limited to:</p> <ul style="list-style-type: none"> • General cleaning of accommodation, food service, and general areas; • General waiting, table service and clearing duties; • Assistance in the preparation of food, including the cooking and/or preparation of light refreshments; • All laundry duties. 	<p>Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to:</p> <ul style="list-style-type: none"> • Sweeping; • Hosing; • Garbage collection and disposal; • Keeping the outside of buildings clean and tidy; • Mowing lawns and assisting the gardener in labouring.

Grade 2

An employee with relevant experience who works individually or in a team environment, and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows.

Typical Duties

CARE STREAM	SUPPORT STREAM	MAINTENANCE STREAM
<p>Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident's Care Plan, including:</p> <p>Assist and Support residents with medication utilising medication compliance aids;</p> <p>Simple wound dressing; Implementation of continence programs as identified in the Care Plan;</p> <p>Attend to routine urinalysis, blood pressure, temperature and pulse checks;</p> <p>Blood sugar level checks etc and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycemia.</p> <p>Recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the employee and the policies and procedures of the organization.</p> <p>Assist in the development and implementation of resident care plans.</p> <p>Assist in the development and implementation of programs of activities for residents, under the supervision of a Care Service Employee Grade 3 or above, or a Diversional Therapist.</p>	<p>Assist a higher-grade worker in the planning, cooking and preparation of the full range of meals.</p> <p>Drive a Sedan or Utility.</p>	<p>Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge.</p> <p>Work with and undertake limited coordination of the work of other maintenance workers.</p> <p>Where no tradesperson is employed, an employee at this level may be called upon to perform tasks falling within the scope of trades skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3, in accordance with Clause 33-Labour Flexibility and Mixed Functions.</p> <p>Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants, conduct recycling and re-potting schedules.</p> <p>Carry out physical inspections of property and premises and report.</p>

Grade 3

An employee who holds either a Certificate Level III in Care Support Services or other appropriate Qualification/Experience acceptable to the employer and:

- is designated by the employer as having the responsibility for leading and/or supervising the work of others; or
- is required to work individually with minimal supervision and has been designated by the employer as having overall responsibility for a particular function within the facility.

An employee who holds appropriate Trade Qualifications and is required to act on them. Where the work of such employee requires the holding of a licence, the licence allowance from the applicable State trades award shall be paid.

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

Indicative tasks an employee at this level may perform are as follows.

Typical Duties

CARE STREAM	SUPPORT STREAM	MAINTENANCE STREAM
<p>Coordinate and direct the work of staff.</p> <p>Schedule work programs on a routine and regular basis.</p> <p>Develop and implement programs of activities for residents.</p> <p>Develop resident care plans.</p>	<p>Responsible for the planning, ordering and preparing of all meals.</p> <p>Responsible for the provision of domestic services.</p> <p>Schedule work programs on a routine and regular basis.</p> <p>Coordinate and direct the work of staff.</p> <p>Drive a Minibus or Larger Vehicle.</p>	<p>Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades skills.</p> <p>Undertake the more complicated repairs to equipment and appliances calling for trades skills.</p> <p>Coordinate and direct the work of staff performing gardening duties.</p> <p>Schedule work programs on a routine and regular basis.</p>

GRADE 4

An employee who holds either Trade Qualifications or other appropriate qualifications/experience acceptable to the employer is required to act on them and:

- is designated by the employer as having the responsibility for leading and/or supervising the work of others including tradespeople; or
- is required to work individually with minimal supervision and has been designated by the employer as having overall responsibility for any or all functions within the facility.

Employees at this level may be required to exercise any/all managerial functions in relation to the operation of the Facility and comply with documentation requirements as determined by the employer .

Indicative tasks an employee at this level may perform are as follows.

Typical Duties

CARE STREAM	SUPPORT STREAM	MAINTENANCE STREAM
<p>Overall responsibility for the provision of personal care to residents.</p> <p>Coordinate and direct the work of staff.</p> <p>Schedule work programs.</p>	<p>Coordinate and direct the work of staff involved with the preparation and delivery of food.</p> <p>Schedule work programs.</p>	<p>Coordinate and direct the work of staff performing gardening duties.</p> <p>Schedule gardening work programs.</p> <p>Where required, let routine service contracts associated with gardening.</p>

Grade 5

This grade shall only apply to employees having responsibility for supervision of the entire facility.

An employee who may be required to have and use any additional qualifications than would be required for a grade 4 employee.

Employees at this level may be required to exercise any/all managerial functions in relation to the operation of the Facility and comply with documentation requirements as determined by the employer

“Catering Officer” means a person who is responsible for catering services.

“Diversional Therapist” shall mean a person who provides, facilitates and co-ordinates group and individual leisure and recreational activities. This person must be a graduate from an approved university course, which includes:

- the Associate Diploma and Diploma of Applied Science (Diversional Therapy) at the University of Sydney;
- Bachelor of Applied Sciences (Leisure and Health) at the University of Sydney;
- Bachelor of Applied Science (Diversional Therapy) at the University of Western Sydney, Macarthur;
- the Diploma or Bachelor of Health Sciences (Leisure and Health) at Charles Sturt University;
- the Associate Diploma course in Diversional Therapy conducted by the Cumberland College of Health Sciences; or
- who has such other qualifications deemed to be equivalent.

“Maintenance Supervisor (Tradesperson)” means an employee who has trade qualifications and has overall responsibility for maintenance at the place of employment and may be required to supervise other maintenance staff.

“Maintenance Supervisor (Otherwise)” means an employee who is required to perform maintenance duties as required and who may be required to supervise other maintenance staff and has overall responsibility for maintenance at the place of employment.

Note: Employees classified and paid as **Recreational Activities Officers** as at 10 November, 1998 be reclassified in accordance with the new definitions of Care Services Employee. Employees reclassified at Level 2 by virtue of the above exercise, shall be paid at Level 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.

(ii) HOMECARE EMPLOYEES

Homecare Worker

“Homecare Worker” -means an employee who performs the duties associated with the provisions of Homecare Services to Homecare Clients in the private residence, which may include cleaning, child minding, gardening, handiwork (within the employees skills and competencies), cooking, laundry, shopping, personal errands, escorting clients and associated driving, personal care services and general up keeping services. A Homecare Worker would not normally live at the client’s residence for periods in excess of 48 hours.

An employee employed as a homecare employee may be offered additional hours (over and above their guaranteed minimum hours) at a facility and would be paid the rate applicable to the classification worked.

An employee employed at a facility may be offered additional hours (over and above their guaranteed minimum hours) in homecare duties and this employee would be paid the rate applicable to that of a homecare employee.

Grade 1

Shall mean a person without previous relevant experience in personal care delivery. This is a trainee level, which applies to new employees. The employer shall provide training. At the end of a period of six months or 250 hours employment, which ever is first completed, employees who have satisfactorily completed the requirements of grade 1 shall progress to grade 2.

Should an employee at this grade 1 level not satisfactorily complete the requirements of grade 1, he/she shall be notified in writing by the employer two weeks prior to the date on which he/she would have proceeded to grade 2.

An employee may seek the assistance of the union during these discussions and if there is a disagreement between the parties as to the employee’s future, the matter shall be resolved as per clause 31 - Grievance and Disputes Resolution procedure.

A grade 1 employee shall work under general supervision.

Notwithstanding the above, employees who choose only to carry out general housekeeping duties and are not prepared to multi skill shall be paid at this grade.

Grade 2

Shall mean a person who satisfies the requirements of grade 1 and has progressed to grade 2.

An employee at this level shall be competent in carrying out simple personal care, housekeeping and tasks relevant to assisting clients to maintain their independence in their own homes and may be required to perform the duties of Handyperson as defined.

Optional training shall be provided to employees at the request of the employees at this level to equip employees to apply for positions at grade 3.

Grade 2 employees may be required to perform complex tasks required of a grade 3 employee from time to time, within their competence, and shall be paid at the rate for grade 3 whenever such duties are performed for periods in excess of 5 hours per week.

Where the employer requires the employee to perform any or all of the tasks set out below, relevant to a Grade 2 position, the employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be provided.

Typical Duties

Showering/bathing.

Excepting where client has severely limited/uncontrollable body movements;

- Assisting clients to shower/bath self or totally showering/bathing client;
- Assisting with mobility or transferring to and from shower/bath;
- Assisting or transferring client to commode chair,
- Supervising children's bath.
- Bathing a baby.
- Total bed bath/sponge – exception level 3.

Toileting.

- Helping people to the toilet.
- Assisting people to use the toilet by loosening clothing.
- Assisting client to change own incontinence and sanitary pads.
- Assisting clients with bottles.
- Assisting self-catheterisation by holding mirror or positioning legs except where there is severely limited/uncontrollable body movements.
- Changing babies, nappies, toileting children.

Menstrual care.

- Assisting with menstrual care.

Skin care.

- All skin care (e.g. application of cream, rubbing pressure areas with lotion etc. except where dressings are involved).

Grooming.

- All hair care.
- Limited care of nails.
- Shaving;
 - (i) where there are uncontrollable body movements use electric razors only
 - (ii) all other shaving – electric razors recommended.
- All dressing/undressing or assistance with dressing/undressing except where there is uncontrollable body movements.

Oral hygiene.

- Assisting clients with their own care of teeth or dentures.
- Care of teeth and dentures for the client by using tooth brush/tooth paste/oral solution only.

Oral medication.

- Assisting client with or administering liquid medicines, pills, powders, nose and eye drops.

Transferring/Mobility

- Transferring client in and out of bed/chair/car and assisting with mobility- exceptions see level 3.
- Assisting clients to turn or sit up – exceptions level 3.

Fitting Of Aids/Appliances.

- Such as splints and callipers.

Therapy.

- Assisting with therapy in any of the following circumstances;
 - Low level of assistance is required.
 - Carer/therapist is not on site and client is able to take responsibility for the therapy or carer/therapist is on site.
 - Simple instructions required rather than specialised training knowledge.

Assistance With Eating

- Assisting where there are no eating difficulties.

Grade 3

Shall mean a person who performs the duties of a grade 2 and is required to directly attend to a client's needs, as opposed to assisting the client to do for himself/herself because of the client's behaviour or the client's condition and/or household environment.

Where the employer requires the employee to perform any or all of the tasks set out below, relevant to a Grade 3 position, the employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be provided.

Grade 3 employees will be involved in on the job training of homecare employees where required.

Typical Duties

Showering/bathing.

- Showering/Bathing adults and children with severely limited/uncontrollable body movements.
- Total bed bath/sponge where there is severely limited/uncontrollable body movements or serious comfort/health consideration.

Toileting.

- Assisting in placement/removal/emptying/care/cleaning of sheaths and leg baths.
- Assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site.
- Changing or assisting with urinary diversion – colostomy and drainage bags.
- All bowel management.
- Continual caring of someone with bowel incontinence including washing the person and changing bowel incontinence pads.
- Assisting the resident with the sterilising of glass catheters.

Menstrual care.

- Changing tampons and sanitary pads.

Skin care.

- Changing simple wound dressing.
- Application of treatment creams to genital area.

Nasal care.

- Cleaning noses.

Grooming.

- All dressing/undressing where there are severely limited/uncontrollable body movements.

Medication

- Suppositories.
- Assist and support diabetic residents in the management of their insulin and diet and recognising the signs of both Hyper and Hypo-Glycemia.

Transferring/mobility.

- Assisting clients to turn/sit where clients can offer limited/no assistance with weight bearing.
- Using mechanical aids to lift and transfer clients.
- Assisting clients with transfers/mobility where:
 - (i) Clients can offer limited/no assistance with weight bearing.
 - (ii) Careful handling is required because of the client's health/disability.
 - (iii) Some lifting or physically awkward movement is involved for employees in transfer/mobility.

Therapy

- Assisting with therapy in any of the following circumstances:
 - (i) High degree of assistance is involved.
 - (ii) Employees have total responsibility because client is unable to take responsibly for the therapy and carer/therapist is not on site.
 - (iii) Specialised training knowledge is required.

Assisting with eating.

- Assisting with eating where a risk of choking, vomiting or other eating difficulty is involved.

(ii) LIVE-IN HOUSEKEEPER

“Live-in Housekeeper” shall mean an employee who would normally live at the client's premises for a period in excess of 48 hours.

- (1) (A) Live-in Housekeeper Grade 1 is an employee employed to perform general housekeeping duties only. General Housekeeping means preparing meals, cleaning, laundry, shopping and household duties of a like nature and handyperson work within the skill, competence and training of the employee and excludes personal care.
 - (B) Live-in Housekeeper/Carer Grade 2 is an employee employed to perform housekeeping duties as defined in Grade 1 and the personal care duties of a Grade 2 as described in sub-clause 4 (ii) (a) above.
 - (C) Live-in Housekeeper/Carer Grade 3 is an employee employed to perform general housekeeping duties as defined in Grade 1 and the personal care duties of a Grade 2 and 3 as described in sub-clause 4 (ii) (a) above.
- (2) Designated commencement and cessation of work insofar as place, date and time are concerned shall be calculated by the employer. Provided that time spent travelling shall be regarded as time worked.
 - (3) In the event of work appropriate to a Live-in Housekeeper not being available:
 - (A) A Live-in Housekeeper can be required to undertake work performed by other Homecare Employees. Provided that where such work is directed and carried out it shall be paid at the rates and conditions for a live-in housekeeper; and,
 - (B) In the event of work not being available the Secretary or other responsible officer of the Health and Research Employees Association of New South Wales will be contacted. During this period of time the Live-in Housekeeper will not suffer any reduction in pay. Discussions will commence as soon as possible between the employer and the said Union. From the date of contact with the said Union, the Live-in Housekeeper will not suffer any reduction in pay, although such time will be limited to two (2) weeks.

(iii) CLERICAL & ADMINISTRATIVE EMPLOYEES

- (a) Grades: All employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.

- (b) An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described in subclauses (c) to (g) of this clause.
- (c) **A Grade 1** position is described as follows:
- (1) The employee may work under direct supervision with regular checking of progress.
 - (2) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
 - (3) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks of a Grade 1 position are:

UNIT	ELEMENT
Information Handling	Receive and distribute incoming mail Receive and dispatch outgoing mail Collate and dispatch documents for bulk mailing File and retrieve documents
Communication	Receive and relay oral and written messages Complete simple forms
Enterprise	Identify key functions and personnel Apply office procedures
Technology	Operate office equipment appropriate to the tasks to be completed Open computer file, retrieve and copy data Close files
Organisational	Plan and organise a personal daily work routine
Team	Complete allocated tasks
Business Financial	Record petty cash transactions Prepare banking documents Prepare business source documents

(d) **A Grade 2** position is described as follows:

- (1) The employee may work under routine supervision with intermittent checking.
- (2) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (3) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision-making.

Indicative tasks of a Grade 2 position are:

UNIT	ELEMENT
Information Handling	Update and modify existing organisational records Remove inactive files Copy data on to standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shutdown equipment
Organisational	Organise own work schedule Know roles and functions of other employees
Team	Participate in identifying tasks for team Complete own tasks Assist others to complete tasks
Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post journals to ledger

(e) **A Grade 3** position is described as follows:

- (1) The employee may work under limited supervision with checking related to overall progress.
- (2) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (3) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

Indicative tasks of a Grade 3 position are:

UNIT	ELEMENT
Information Handling	Prepare new files Identify and process inactive files Record documentation movements
Communication	Respond to telephone, oral and written requests for information Draft routine correspondence. Handle sensitive inquiries with tact and discretion
Enterprise	Clarify specific needs of client/other employees Provide information and advice Follow-up on client/employee needs Clarify the nature of a verbal message Identify options for resolution and act accordingly
Technology	Maintain equipment Train others in the use of office equipment Select appropriate media Establish document structure Produce documents
Organisational	Co-ordinate own work routine with others Make and record appointments on behalf of others Make travel and accommodation bookings in line with given itinerary
Team	Clarify tasks to achieve group goals Negotiate allocation of tasks Monitor own completion of allocated tasks
Business Financial	Reconcile accounts to balance Prepare bank reconciliations Document and lodge takings at bank Receive and document payment/takings Dispatch statements to debtors Follow up and record outstanding accounts Dispatch payments to creditors Maintain stock control records

(f) **A Grade 4 position** is described as follows:

- (1) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organization of the work of others may be involved.
- (2) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (3) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks of a Grade 4 position are:

UNIT	ELEMENT
Information Handling	Categorise files Ensure efficient distribution of files and records Maintain security of filing system Train others in the operation of the filing system Compile report Identify information source(s) inside and outside the organization
Communication	Receive and process a request for information Identify information source(s) Compose report/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media Devise and maintain filing system Set printer for document requirements when various set-ups are available Design document format Assist and train network users Shutdown network equipment
Organisational	Manage diary on behalf of others Assist with appointment preparation and follow up for others Organise business itinerary Make meeting arrangements Record minutes of meeting Identify credit facilities Prepare content of documentation for meetings

UNIT	ELEMENT
Team	Plan work for the team Allocate tasks to members of the team Provide training for team members
Business Financial	Prepare financial reports Draft financial forecasts/budgets Undertake and document costing procedures

(g) **A Grade 5 position** is described as follows:

- (1) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (2) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (3) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Indicative tasks of a Grade 5 position are:

UNIT	ELEMENT
Information Handling	Implement new/improved system Update incoming publications Circulate publications Identify information source(s) inside and outside the organization
Communication	Obtain data from external sources Produce report Identify need for documents and/or research
Enterprise	Assist with the development of options for future strategies Assist with planning to match future requirements with resource allocation
Technology	Establish and maintain a small network Identify document requirements Determine presentation and format of document and produce it
Organisational	Organise meetings Plan and organise conference
Team	Draft job vacancy advertisement Assist in the selection of staff Plan and allocate work for the team Monitor team performance Organise training for team

UNIT	ELEMENT
Business Financial	Administer PAYE salary records Process payment of wages and salaries Prepare payroll data

- (h) Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

5. WAGES

Employees shall be paid not less than the rates for the appropriate classification set out in Part B, Monetary Rates of this award.

Nothing in this Award shall be deemed or construed to reduce the wages, conditions or allowances of any employee below that level accorded him/her prior to the date of operation of this Award.

6. REMUNERATION PACKAGING

Where agreed between the employer and an employee, an employer may introduce remuneration packaging. The terms and conditions of such a package may make provision for a salary greater than that contained in the salary band. The package overall shall not be less favourable than the entitlements otherwise available under this award and shall be subject to the following provisions:

- (i) the employer shall ensure that the structure of any package complies with taxation and other relevant laws.
- (ii) the employer shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this award;
- (iii) the employer shall advise the employee in writing of his/her right to choose payment of that salary referred to in sub-clause (ii) above instead of a remuneration package;
- (iv) the employer shall advise the employee, in writing, that all award conditions, other than the salary and those conditions as agreed in sub-clause (v) below shall continue to apply;

- (v) where packaging arrangements apply, the employer and employee may by mutual agreement delete the application of certain award clauses, excepting Clauses 19-Annual Leave, 22-Sick Leave, 21- Long Service Leave, 23-Personal/Carer's Leave, 18-Public Holidays, 33-Grievance and Disputes Resolution Procedures, and 38-Parental Leave;
- (vi) when determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation.
- (vii) a copy of the agreement shall be made available to the employee;
- (viii) the employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- (ix) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- (x) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the employer and the employee, an unused amount may be carried forward to the next period, or paid as salary, which will be subject to usual taxation requirements;
- (xi) Salary packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding Fringe Benefit Tax or personal tax arrangements, and that change may impact on this agreement, all salary packaging arrangements may at the discretion of the employer be terminated. Upon termination in these circumstances the employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause, or the appropriate award rate of pay whichever is greater.
- (xii) where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then the employer and/or the employee must give three months notice of the proposed change;
- (xiii) in the event that employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with sub-clause (ii) above. Any outstanding benefit shall be paid on or before the date of termination;
- (xiv) any pay increases granted to employees under this award shall also apply to employees subject to remuneration packaging arrangements within this clause.

7. HOURS

- (i) (a) The ordinary hours of work for day workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight to be worked Monday to Friday and to commence on such days at or after 6:00 a.m. and at or before 10:30 a.m.
- (b) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight or an average of 38 hours per week in each roster cycle.
- (ii) (a) The hours of work prescribed in sub-clause (i) shall be arranged as follows:
 - (1) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 28 calendar-day cycle; or
 - (2) 190 hours per 35 calendar days to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 35 calendar-day cycle.
- (b) Following consultation and discussion with the Association the hours of work may also be arranged in one of the following ways:
 - (1) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
 - (2) 38 hours per week to be arranged so that each employee shall not work their ordinary hours on more than five days in the week.
- (iii) (a) Each employee shall be entitled to not less than four full days in each fortnight free from duty or two full days in each week free from duty (rostered days off), and every effort shall be made for such rostered days off to be consecutive, unless otherwise agreed.
- (b) A Live-in Housekeeper shall after each five (5) consecutive days of duty, be entitled to two (2) consecutive days off provided that:
 - (1) Such days may accumulate to a limit of six (6) and in any case must be taken at the conclusion of such service.
 - (2) Where it is mutually agreed between the employer and the employee that under such circumstances the days of duty should continue, such days may accumulate to a limit of eight (8) to be taken at the conclusion of such service.

- (3) Provided that the Live – in Housekeeper shall continue to receive the normal weekly wage during such days off.
- (iv) Each shift shall consist of not more than 11 ordinary hours of work per day. Provided that shifts in excess of ten ordinary hours of work shall not occur on more than 7 consecutive days in any 8-day period. Provided further that shifts of ten ordinary hours of work or less shall not occur on more than 11 consecutive days in any 12-day period.
- (v)
 - (a) Full-time employees shall receive a minimum payment of four hours for each start in respect of ordinary hours of work.
 - (b) Permanent part-time and casual employees, other than Homecare Employees, shall receive a minimum payment of two hours for each start.
 - (c) Permanent part time homecare employees and casual homecare employees shall receive a minimum of one hour for each engagement
- (vi)
 - (a) An employee whose ordinary hours of work are arranged in accordance with sub-clause (a) of sub-clause (ii) above shall be entitled to an allocated day off in each cycle of 28 days or 35 days as the case may be. The ordinary hours worked on each of those days shall be arranged to include a proportion of one hour on the basis of 0.4 of one hour for each 8-hour shift worked and 0.5 of one hour for each 10-hour shift worked which shall accumulate towards the employee's allocated day off duty on pay.
 - (b) A full-time employee's allocated day off duty (ADO) shall be determined by mutual agreement between the employee and the employer having regard to the needs of the place of employment or sections thereof. Such allocated day off duty shall, where practicable, be consecutive with the rostered days off prescribed in subclause (iii) of this clause. Provided that allocated days off shall not be rostered on public holidays.
 - (c) Where the employer and the employee agree, up to five (5) allocated days off may be accumulated and taken in conjunction with the employee's annual leave or at another agreed time.
 - (d) In a hostel which has a bed capacity of 40 or less, the employer shall have the option of granting an employee a nineteen-day four-week cycle or accumulating 12 allocated days off per annum which may be taken in conjunction with the employee's annual leave or at another agreed time.
 - (e) No time towards an allocated day off shall accumulate during periods of workers' compensation, unpaid parental leave, long service leave, any period of unpaid leave or the statutory four weeks annual leave.

- (f) Credit towards an allocated day off shall continue to accumulate whilst an employee is on paid sick leave. Where an allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- (vii) The ordinary hours of work for a permanent part-time employee will be a specified number of hours, which are less than those prescribed for a full-time employee. The specified number of hours may be balanced over a week or fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this award. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this subclause.
- (viii) Two separate ten-minute tea breaks (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked employees shall be allowed one 10-minute tea break in each four-hour period. Subject to agreement between the employer and the employee, the two ten-minute tea breaks may alternatively be taken as one 20-minute tea break, or by one ten-minute tea break with the employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time. Such tea break(s) shall count as working time.
- (ix) Employees must receive a minimum break of eight (8) hours between ordinary rostered shifts, which are not broken shifts.
- (x) Except for meal breaks, all time from the commencement to the cessation of duty each shift shall count as working time, except for shifts being worked as broken shifts.
- (xi) With respect to broken shifts:
 - (a) A "broken shift" for the purposes of this sub clause means a single shift worked by an employee that includes one or more breaks in excess of that provided for meal breaks, where the time between the commencement and termination of the broken shift shall not exceed 12 hours.
 - (b) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
 - (c) Where broken shifts are worked, employees shall receive an allowance of the amount set out in Item 1 of Table 2 of Part B, Monetary Rates per shift.
 - (d) Payment for a broken shift shall be at ordinary pay with penalty rates and shift allowances in accordance with Clause 15, with shift allowances being determined by the commencing time of the

broken shift.

- (e) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double ordinary pay.
- (f) Broken shifts may be introduced for up to four weeks without the permission of the Association.
- (g) Where the employer seeks the approval of the Association to work broken shifts in excess of four weeks, it must be in writing, which the Association will accept or decline within fourteen days. The Association will not decline such an application without good cause.
- (h) Where an employee works a broken shift and at least part of that shift involves the work of a Homecare Employee, the employer is not required to seek the exemption from the Association as prescribed by Clause 7(xi)(g) above.

8. ROSTER OF HOURS

- (i) (a) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster subject to sub-clause (b) below.
- (b) In the case of Homecare Employees, alternative means of communicating changes of rosters such as telephone communication, direct contact, mail or facsimile will be accepted.
- (ii) Sub-clause (i) shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the casual or relieving staff.
- (iii) Provided that a roster may be altered at any time to enable the service of the organization to be carried on where another employee is absent from duty on account of illness or in an emergency. Where such alteration involves an employee working on a day, which would have been his/her rostered day off, such employee may elect to be paid at overtime rates or have a day off in lieu, which shall be mutually arranged.

Provided also that this provision shall not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.

Provided further that any alteration to the roster of hours of a day worker must be consistent with the definition of a day worker contained in clause 2-Definitions.

- (iv) (a) Where a home care client cancels for reasons other than those outlined in (iv)(b), permanent employees shall be entitled to receive payment for their minimum specified hours in that pay period. The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other home care clients or in a facility.
- (b) Where the employer is unable to meet the minimum specified hours of a permanent employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
 - (1) work shall be re-allocated from casual employees to the permanent employee; or
 - (2) hours shall be reallocated from another employee who is working hours additional to their minimum specified hours; or
 - (3) where the employee agrees, the employee may have access to annual or long service leave; or
 - (4) the employee and employer may agree to a period of unpaid leave; or
 - (5) failing agreement in (4) above, refer to the dispute procedure.
 - (6) Notwithstanding the provisions in sub-clauses (1) to (5) inclusive, if after six weeks - or earlier if by mutual agreement - the employer is unable to provide the minimum specified hours, the employee shall be entitled to the provisions set out in Clause 42-Redundancy.
- (v) Where an employee is entitled to an allocated day off duty in accordance with clause 7-Hours of this award, that allocated day off duty is to be shown on the roster of hours for that employee.
- (vi) Each sleepover shall appear on the roster.

9. MEALS

- (i) (a) Employees shall not be required to work more than six (6) hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration and shall not count as time worked.

- (b) However, employees engaged in homecare duties may be rostered to have a paid 20-minute break in the place of the meal break where they are required to remain with the client during such break.
 - (c) In the event that all or some of the meals of breakfast, lunch and dinner are not provided for a live-in housekeeper, the employer shall reimburse such reasonable amounts for same, upon proof of expenditure.
- (ii) Notwithstanding the provisions of sub-clause (i), an employee required to work shifts in excess of 10 hours shall be entitled to a 60-minute meal break. Such time shall be taken as either two thirty-minute meal breaks or one 60-minute meal break, subject to agreement between employer and employee.
 - (iii) An employee who is required to work overtime for more than two hours and such overtime goes beyond 7:00 a.m., 1:00 p.m., and 6:00 p.m. shall, at the option of the employer, be supplied with a meal or shall be paid:
 - (a) an amount set out in Item 2 of Table 2 of Part B, Monetary Rates for breakfast;
 - (b) an amount set out in Item 3 of Table 2 of Part B, Monetary Rates for luncheon;
 - (c) an amount set out in Item 4 of Table 2 of Part B, Monetary Rates for the evening meal.

10. OVERTIME

- (i) All time worked by employees outside the ordinary hours in accordance with clause 7-Hours and clause 8-Roster of Hours of this award, shall be paid time and one half ordinary pay up to two (2) hours each day and thereafter double ordinary pay; provided however, that all overtime worked on Sunday shall be paid at double ordinary pay and all overtime worked on public holidays shall be paid for at double time and one-half ordinary pay
- (ii) An employee must receive an eight or ten hour break between rostered shifts, in accordance with clause 7-Hours. Where the next shift is due to commence before the employee has had their appropriate eight or ten hours break, one of the following will apply:
 - (a) The employee will be released prior to, or after the completion of their shift to permit them to have their appropriate break under clause 7-Hours without loss of pay for the working time occurring during such absence.

- (b) If at the request of the employer an employee works without their appropriate break, they shall be paid until they are released from duty at overtime rates. Once released from duty such employees shall be entitled to be absent from work until they have had their appropriate break in accordance with clause 7-Hours without loss of pay for working time occurring during such an absence.
- (iii) Employees who are recalled to work overtime after leaving the employer's place of work shall be paid a minimum of four hours at the applicable overtime rate for each time so recalled. Provided that, except in unforeseen circumstances, an employee shall not be required to work the full four hours if the tasks they were recalled to perform are completed within a shorter period.
 - (a) An employee recalled to work overtime pursuant to sub-clause (ii) shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
 - (b) Provided that where an employee elects to use their own vehicle they shall be paid an allowance of the amount set out in Item 5 of Table 2 of Part B, Monetary Rates.
 - (c) An employee who agrees to be on call, requiring to make themselves ready and available to return to work whilst off duty, shall be paid an allowance of the amount set out in Item 6 of Table 2 of Part B, Monetary Rates.
 - (d) Employees will not be required to be on call in excess of ten days in any twenty-eight day period.
- (iv) For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one-day.
- (v) (a) All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned, or, where there is no such majority of full-time employees employed on that shift in the ward or section concerned, all time in excess of 11 hours per day, shall be paid for at overtime rates.

Provided that, time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at ordinary pay.

- (b) All time worked by permanent part-time employees in excess of the hours prescribed for a full-time employee in clause 7-Hours of this award shall be paid for at overtime rates.
- (vi) In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:
 - (a) Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay, that is for example, one hour off for each hour of overtime worked. However, any applicable shift and weekend penalties shall still be paid as if the time was worked when taking such time in lieu. It must be taken within four months of it being accrued at a mutually agreed time.
 - (b) Where it is not possible for an employee to take the time off in lieu of overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) Employees cannot be compelled to take time off in lieu of overtime.
 - (d) The employer must maintain records of all time in lieu of overtime owing and taken by employees.
 - (e) Where no election is made the employee shall be paid overtime rates in accordance with the award.

11. PERMANENT PART-TIME EMPLOYEE

- (i) A permanent part-time employee is one who is permanently appointed by a facility to work for a specified number of hours, which are less than those prescribed for a full-time employee.
- (ii) The hours worked by the employee will be reviewed annually and if the employee is regularly working more than the specified number of hours then a new number of specified hours may be agreed to.

This review will be unnecessary where an increase in hours is as a direct result of a staff member being absent on leave; eg. Workers Compensation, Sick Leave, Annual Leave, etc.

- (iii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth (1/38th) of the appropriate rate prescribed by Part B, Monetary Rates of this award.
- (iv) Permanent part-time employees shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

- (v) Permanent part time employees engaged in the provision of home care services shall:
 - (a) Have a minimum specified number of hours of ten per week or twenty per fortnight.
 - (b) Have a minimum payment per engagement of one hour.
 - (c) Notwithstanding the provisions in sub-clause (a) of this clause, where there is a genuine agreement in writing between the employer and employee the minimum contract hours may be reduced.
 - (d) Have hours of engagement maintained as per clause 8-Roster of Hours.

12. CASUAL EMPLOYEES

- (i)
 - (a) A casual employee is one engaged on an hourly basis otherwise than as a full-time employee or permanent part-time employee.
 - (b) A casual employee may only be engaged in the following circumstances: for short term periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility; or in the place of another employee who is absent; or in an emergency.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth (1/38th) of the appropriate rate prescribed by Part B, Monetary Rates of this award, plus ten (10) per centum thereof, with a minimum payment of two hours for each start, (where the casual is employed in the place of a homecare employee who is absent then the minimum payment per engagement may be one (1) hour) and one thirty-eighth of the uniform and laundry allowances where a uniform is not supplied in accordance with clause 30-Uniforms and Protective Clothing.
- (iii) For weekend and public holiday work, casual employees shall, in lieu of all other penalty rates and the 10% casual loading, receive the rates prescribed in clause 15-Penalty Rates and Shift Allowances and clause 18-Public Holidays.
- (iv) Overtime rates shall be payable on the hourly rate (1/38th) in lieu of the 10% casual loading only when a casual works in excess of 38 hours per week or 76 hours per fortnight depending on the pay period.
- (v) For the entitlement to annual leave, a casual shall receive an additional amount equivalent to one-twelfth of the sum of their ordinary pay plus payments received in accordance with clause 15-Penalty Rates and Shift Allowances. No other allowances or payments are to be included

for the calculation of this annual leave entitlement. Further, this amount will be itemised separately on the employee's pay records.

- (vi) For the entitlement to long service leave, see Long Service Leave Act, 1955.
- (vii) With respect to a casual employee, the provisions of the following clauses shall not apply:

Clause 8-Roster of Hours; clause 19-Annual Leave; clause 20-Annual Leave Loading; clause 21-Long Service Leave; clause 22-Sick Leave; clause 24-Compassionate Leave; clause 25-Leave Without Pay, clause 27-Service Allowance; clause 28-Leading Hands; clause 29-Higher Duties; clause 32-Live-In; clause 36-Promotions and Appointments; clause 37-Emergency Telephone Calls; clause 39-Repatriation Leave; clause 41-Apprentices.

13. TEMPORARY EMPLOYMENT

- (i) Fixed term or task contracts of employment may be offered and such temporary employees engaged where necessary to meet the genuine occupational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term relief, or forthcoming service reductions.
- (ii) The provision of clause 42-Redundancy will not apply to such employees.

14. CLIMATIC AND ISOLATION ALLOWANCE

- (i) Subject to sub-clause (ii) of this clause persons employed in organizations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance of the amount set out in Item 7 of Table 2 of Part B, Monetary Rates per week in addition to the salary to which they are otherwise entitled.

The line shall be drawn as follows: viz., commencing at Tocumwal and thence to the following towns in the order stated, namely: Lockhart; Narrandera; Leeton; Peak Hill; Gilgandra; Dunedoo; Coolah; Boggabri; Inverell; and Bonshaw.

- (ii) Persons employed in organizations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance of the amount set out in Item 8 of Table 2 of Part B, Monetary Rates per week in addition to the salary to which they are otherwise entitled.

The line shall be drawn as follows: viz., commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns in the order stated, namely: Hay; Hillston; Nyngan; Walgett; Collarenebri; and Mungindi.

- (iii) The allowances prescribed by this clause are not cumulative.
- (iv) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of salary for the purposes of this award.
- (v) An employee who works less than thirty-eight hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty-eight ordinary hours.

15. PENALTY RATES AND SHIFT ALLOWANCES

- (i) Employees shall be paid the following percentages in addition to their ordinary pay, and where applicable, the 10% casual loading, for shifts rostered as follows:
 - (a) 10% for afternoon shift commencing after 10:30 a.m. and before 1:00 p.m.
 - (b) 12.5% for afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m.
 - (c) 15% for night shift commencing at or after 4:00 p.m. and before 4:00 a.m.
 - (d) 10% for night shift commencing at or after 4:00 a.m. and before 6:00 a.m.

Provided that laundry staff working afternoon or night shift as at 30 September, 1993 shall be paid 20% in addition to the ordinary pay for such shift. Laundry staff employed after 30 September 1993, and who work afternoon or night shift shall receive the penalty rates prescribed in sub-clauses (a) to (d) above.

- (ii) Notwithstanding sub-clause (i), employees working less than the hours prescribed for a full-time employee within clause 7-Hours of this award shall only be entitled to the additional rates where their shifts commence prior to 6:00a.m. or finish subsequent to 7:00 p.m.
- (iii) Employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:
 - (a) for work between midnight on Friday and midnight on Saturday - time and one half.
 - (b) for work between midnight on Saturday and midnight on Sunday - time and three-quarters.

These extra rates shall be in substitution for and not cumulative upon the shift allowances prescribed in the preceding sub-clauses (i) and (ii) of this clause.

16. LIVE-IN HOUSEKEEPER – REMUNERATION

(i) Live – in Housekeeper.

The terms and conditions contained herein shall be in substitution for and not cumulative upon the following clauses: Clause 7-Hours; Clause 10-Overtime; Clause 15-Penalty Rates and Shift Allowances; Clause 18-Public Holidays

(a) Live – in Housekeeper – Grade 1

The total weekly remuneration for a Live – in Housekeeper Grade 1 shall be calculated as follows:

Total Weekly Rate = Weekly Rates for a Homecare Employee Grade 1 + All incidents Loading

The All Incidents Loading for a Live – in Housekeeper Grade 1 is calculated by obtaining 30% of the relevant weekly rate.

The All Incidents Loading of 30% takes into account all incidents of employment inherent in the work and conditions of employment of Live – in Housekeepers, including but not limited to, the requirement to reside at the client's premises. Such tasks that are required to be performed by the employee will be performed at times of day, which are mutually agreed between the employer and the employee.

(b) Live – in Housekeeper/Carer – Grade 2

The total remuneration for a Live – in Housekeeper/ Carer Grade 2 shall be calculated as follows:

Total Weekly Rates = Weekly Rates for a Homecare Employee Grade 2 + All Incidents Loading

The All Incidents loading for a Live – in Housekeeper/Carer Grade 2 is calculated by obtaining 40% of the relevant weekly rate. The All Incidents Loading of 40% takes into account all incidents of employment inherent in the work and conditions of employment of Live – in Housekeepers, including but not limited to, the requirement to reside at the client's premises. The employee will normally perform duties at times of the day, which are mutually agreed between the employer and employee.

(c) Live – in Housekeeper/Carer – Grade 3

The total remuneration for a Live – in Housekeeper/ Carer Grade 3 shall be calculated as follows:

Total Weekly Rate = Weekly Rates for a Homecare Employee Grade 3 + All Incidents Loading

The Special Loading is calculated by obtaining 3.5% of the relevant weekly rate. The special loading is in recognition of all factors, including but not limited to, the special pressures, responsibilities and climate inherent in the work of a Live – in Housekeeper Grade 3.

The All Incidents loading is calculated by obtaining 50% of the sum of the relevant weekly rate plus the Special Loading. The All Incidents Loading of 50% takes into account all incidents of employment inherent in the work and conditions of employment of Live – in Housekeepers, including but not limited to, the requirement to reside at the client’s premises and to perform work, and be available for the performance of work at all such times of the day as the job and client’s needs may require.

(ii) Wages – Daily Rates

(a) Permanent Part time Employees - The daily rate for a Live – in Housekeeper/Carer (any grade) shall be calculated as follows:

$$\text{Daily Rate} = \frac{\text{Appropriate Weekly rate for Live-in Housekeeper}}{5}$$

Provided that by mutual agreement up to three employees may be engaged as Live – in Housekeeper (any grade) per client.

For the purpose of this sub clause a day shall be defined as a period of 24 consecutive hours.

The minimum payment for work done under this sub-clause shall be two days at the daily rate. Thereafter the minimum payment will be at the daily rate.

(b) Casual Employees - The casual rate for a Live – in Housekeeper/Carer (any grade) shall be calculated as follows:

$$\text{Daily Rate} = \frac{\text{Appropriate Weekly rate for Live-in Housekeeper} + 15\%}{5}$$

For the purpose of this sub clause a day shall be defined as a period of 24 consecutive hours.

The minimum payment for work done under this sub-clause shall be one day at the daily rate.

Work performed under this sub-clause shall be for relief, emergency and temporary purposes only.

17. ALLOWANCES FOR SPECIAL WORKING CONDITIONS

- (i) (a) Employees engaged in work of a dirty or offensive nature and/or cleaning or scraping work in confined spaces (such as inside ventilator shafts, air conditioning ducts or the like) shall, whilst so employed, be paid an allowance of the amount set out in Item 9 of Table 2 of Part B, Monetary Rates per hour extra.
 - (b) Provided however that employees engaged in cleaning or scraping work inside the gas or water space of any boiler, flue or economiser shall, whilst so employed, be paid an allowance of the amount set out in Item 10 of Table 2 of Part B, Monetary Rates per hour extra.
- (ii) Employees who are required to assist tradespersons on work of a dirty or offensive nature shall be paid disability allowances under the same terms and conditions as the disability allowances that may be payable to the tradespersons they are assisting.
- (iii) Employees shall be paid an allowance of the amount set out in Item 11 of Table 2 of Part B, Monetary Rates per hour or part thereof for all time during which they are engaged in handling linen of a nauseous nature other than linen sealed in bags.
- (iv) An employee, other than a Homecare Employee, sent for duty to a place other than his/her regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- (v) Vehicle Allowance: Where an employee is called upon and agrees to use his/her private vehicle for official business, payment of an allowance shall be made by utilising the rate in item 12 of Table 2 of Part B Monetary Rates per kilometre excluding travel to and from the employee's home to the first place of work and return to home at the end of his/her duties. This rate shall remain in force for the duration of this award. This sub-clause shall apply to all employees.
- (vi) Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of his/her duties.
- (vii) No payment shall be made under sub-clause (v) & (vi) unless the employer is satisfied that the employee has incurred expenditure for such travel.

- (viii) Where homecare employees are rostered to work with consecutive clients they shall be paid for the time taken to travel between locations at the rate of 3% of the ordinary pay per hour per kilometre travelled, excluding travel from the employee's home to the first place of work and return to home at the cessation of his/her duties; provided that this payment shall not be made if the employee is being paid at the hourly rate of pay for the time between consecutive clients.
- (ix) An employee in possession of, and required to act on, a Laundry and Dry Cleaning Certificate, shall be paid an allowance in the nature of a salary as set out in item 13, of Table 2, Other Rates and Allowances.
- (x) An employee who works less than thirty-eight hours per week shall be entitled to this allowance identified in sub clause (ix) above in the same proportion as the average hours worked each week bears to thirty-eight ordinary hours.

18. PUBLIC HOLIDAYS

- (i) Public holidays shall be allowed to employees without loss of ordinary pay.
- (ii) For the purposes of this award, the following shall be deemed to be public holidays: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; and any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.
- (iii) (a) In addition to those public holidays specified in sub-clause (ii) employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by the employer:
 - (1) On the day on which the August Bank Holiday is observed; or
 - (2) On a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year; or
 - (3) On a gazetted and proclaimed local public holiday. In areas where only one half-day is proclaimed and observed, the whole day will be regarded as a public holiday for the purposes of this award. In these circumstances if a further one half day local public holiday occurs in that calendar year, it will not be observed for the purposes of this clause.
 - (4) The employer shall nominate before July 1 of each calendar year, the date on which this extra public holiday is to be observed. Once such an election is made, such date then

becomes the date on which the extra public holiday is to be observed for all workers in that establishment covered by this award, provided however that if no such election is duly made, the extra public holiday will be observed on the August Bank Holiday.

(iv) An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift allowances (except broken shift allowances), weekend penalties, casual loading and part-time loading, as follows:

(a) Full-time Employees -

(1) Time and one half for all ordinary time worked in addition to the weekly rate.

Alternatively, if the employee elects:

(2) Half-time extra for all time worked in addition to the weekly rate and have one ordinary working day added to be taken in conjunction with the period of annual leave.

(b) Permanent Part-time Employees -

(1) Double and a half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay.

Alternatively, if the employee elects:

(2) Half-time extra for all time worked in addition to the weekly rate and have the equivalent number of hours worked added to be taken in conjunction with the period of annual leave.

(c) Casual Employees:

Double time and one-half for all time worked.

(v) Full-time shift-workers rostered off duty on a public holiday shall:

(a) be paid one day's pay in addition to the weekly rate; or

(b) if the employee so elects have one day added to be taken in conjunction with their period of annual leave.

(vi) The election referred to in sub-clauses (iv) and (v) is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during that period of employment.

19. ANNUAL LEAVE

- (i) All employees shall be entitled to the provisions of the Annual Holidays Act, 1944.
- (ii) (a) Full-time employees and permanent part-time employees who are rostered to work their ordinary hours on Sundays and/or public holidays shall be entitled to receive additional annual leave if, during a qualifying period of employment for annual leave purposes they have worked:

	Full-time Employees	Permanent part-time Employees
3 shifts or less	Nil	Nil
4 - 10 shifts	one day	0.2 weeks
11 - 17 shifts	two days	0.4 weeks
18 - 24 shifts	three days	0.6 weeks
25 - 31 shifts	four days	0.8 weeks
32 or more shifts	five days	1 week.

Provided that an employee, entitled to additional annual leave by virtue of this sub-clause, may elect to be paid an amount equivalent to the value of his/her additional leave entitlements in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (b) Live-in Housekeepers employed and paid as such shall accrue an additional weeks leave for every twelve (12) months of continuous service on a pro-rata basis.
- (iii) Provided that on termination of employment, employees shall be entitled to payment for any untaken annual leave due under sub-clause (ii) together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with sub-clause (i).
- (iv) Employees entitled to allocated days off duty in accordance with sub-clause (vi) of clause 7-Hours of this award, shall accrue credits towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with sub-clause (ii) of this clause and sub-clauses (iv) and (v) of clause 18-Public Holidays.

20. ANNUAL LEAVE LOADING

- (i) Employees shall be entitled to annual leave loading of 17.5% on four weeks of the appropriate weekly rate of pay, or shift allowances and weekend penalties as set out in sub-clause (ii) of this clause, whichever is the greater.

- (ii) A shift worker, as defined in clause 2-Definitions of this award, shall be paid whilst on annual leave his/her ordinary pay plus shift allowances and weekend penalties relating to ordinary time the shift worker would have worked if he/she had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave, for days which have been added to annual leave in accordance with the provisions of clause 18-Public Holidays or clause 19(ii)(a)-Annual Leave of this award.
- (iii) No loading is payable where the annual leave is taken wholly or partly in advance, provided however, that if the employment of such an employee continues until their next anniversary date, the loading then becomes payable.
- (iv) Where the employment of an employee is terminated for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of the annual leave accrued as at their last anniversary date, they shall be paid the leave loading for such leave on termination. No leave loading is payable on pro rate leave on termination.

21. LONG SERVICE LEAVE

- (i) (a) Each employee shall be entitled to two months long service leave on ordinary pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months long service leave for each ten years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial 10-year period of service.
- (b) Where the services of an employee with at least five years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, he/she shall be entitled to be paid a proportionate amount on the basis of two months for ten years service.
- (ii) For the purpose of sub-clause (i) of this clause:
 - (a) service shall mean continuous service with any one employer/organization;
 - (b) service shall not include:
 - (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period

without pay not exceeding six months taken after 1 June, 1980;

- (2) any period of service as a part-time worker except as provided for in sub-clause (vi) of this clause.
- (iii) (a) The employer shall give to each worker at least one month's notice of the date from which it is proposed that the worker's long service leave shall be given and taken. Long service leave shall be taken as soon as practicable having regard to the needs of the facility, or where the employer and the employee agree, such leave may be postponed to an agreed date.
- (b) Where the employer and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of this agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.
- (iv) (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the widow or the widower of such employee or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower or children such person who, in the opinion of the employer, was at the time of the death of such an employee, a dependent relative of such employee shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his/her services terminated as referred to in sub-clause (b) of sub-clause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this sub-clause the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this sub-clause to receive the monetary value of leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (v) Full-time and permanent part-time employees shall be entitled to have previous part-time service as a part-time worker which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time and/or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 April, 1985 and bears to thirty-eight hours on and from 1 May, 1985, provided the part-time service as a part-time worker merges without break with the subsequent full-time service or permanent part-time employment.
- (vi) Where an employee has been granted a period of long service leave prior to the coming into force of this award, the amount of such leave shall be debited against the amount of leave due under this award.
- (vii) Employees of the employer previously covered by alternative awards will have their long service leave accrued entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer will be in accordance with this award.

e.g. an employee with 15 years continuous service under an alternative award at the time of transfer may have an accrued entitlement of 3 months long service leave. From this time onwards employees would accrue their entitlements in accordance with this award, at the rate of 2.5 months for each five years service as the continuity of service is not affected by the change of award coverage. Thus, after 20 years continuous service the employee would be entitled to 5.5 months leave, made up of 3 months under the previous award and a further 2.5 months under this award.

22. SICK LEAVE

- (i) (a) An employee during his/her first year of employment with an employer shall be entitled to sick leave at the rate of 7.6 hours or pro rata thereof on the anniversary date of each of the first three (3) months of continuous service.
 - (b) Upon completion of four (4) months continuous service the employee shall be entitled to a further 53.2 hours or pro rata thereof sick leave
- (ii) A full-time employee shall be entitled to sick leave on ordinary pay by allowing 76 rostered ordinary hours of work for each year of continuous service.
- (iii) Part-time employees shall be entitled to sick leave in the same proportion of seventy six hours as the average weekly hours worked over the preceding 12 months or from the time of the commencement of employment, whichever is the lesser, bears to 38 ordinary hours of one week for each year of continuous service. Such entitlements shall be subject to all the conditions applying to full-time employees.

- (iv) (a) An employee, other than a homecare employee, shall notify his/her employer of an absence from work due to illness or injury prior to the commencement of his/her rostered shift or as soon as practicable thereafter, and shall inform the employer of the expected duration of the absence.
- (b) A Homecare Employee shall notify his/her employer of an absence from work due to illness or injury at least 3 hours prior to the commencement of his/her rostered shift but in any case no later than 1 hour before the first client where the employee is not prevented from doing so and shall inform the employer of the expected duration of the absence.
- (c) An employee who is working in two (2) different classifications shall be paid the relevant pay for the classification he/she would have been working on the day of their sick leave.
- (v) Periods of sickness shall not be required to be certified to by a legally registered medical practitioner, excepting where the absence exceeds two (2) consecutive days or where in the employer's opinion the circumstances are such as to warrant such requirements.
- (vi) The employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
- (vii) An employee shall not be entitled to sick leave on ordinary pay for any period in respect of which such employee is entitled to workers' compensation payments at full ordinary rate; provided however, that where an employee is not in receipt of such full ordinary compensation rate, an employer shall pay to an employee who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay.

The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours, which the difference bears, to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

Provided that this sub-clause shall not apply where an employee unreasonably refuses to undergo a rehabilitation program.

- (viii) For the purpose of determining a full-time employee's sick leave credit as at 1 May, 1985, sick leave entitlement shall be proportioned on the basis of 76:80.
- (ix) For the purposes of this clause, service shall mean continuous service with any one employer/organization.

- (x) Any unused sick leave shall remain to the employee's credit.

23. PERSONAL/CARER'S LEAVE

- (i) Use of Sick Leave
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub-clause (ii) of sub-clause (c), who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause any current or accrued sick leave entitlement, provided for in clause 22-Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned or that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this sub-clause is subject to:
- (1) the employee being responsible for the care of the person concerned; and
- (2) the person concerned being:
- (A) a spouse of the employee; or
- (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (E) a relative of the employee who is a member of the same household, where for the purposes of this sub-clause:

- (1) **“relative”** means a person related by blood, marriage or affinity;
 - (2) **“affinity”** means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) **“household”** means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (e) An employee, in addition to the circumstances and manner stated in subclauses (a)-(d), shall also be entitled to access accrued sick leave for the purposes of personal/carer’s leave in the following situation:
- (1) one permanent employee only per facility each calendar year shall be entitled to access one (1) day of such leave to attend training facilitated by the Association to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;
 - (2) such an employee will give a minimum of four weeks notice to the employer of attendance at such training, unless a lesser notification period is agreed to by the employer, and the employer shall be entitled to request written confirmation from the Association as to the time and nature of the training;
 - (3) access to this one (1) day per year in this subclause is not cumulative; and
 - (4) such an employee may, with the consent of the employer, access additional or alternative leave, as prescribed in subclauses (ii)-(vi) of this clause, for the purposes of attending such training as stated in subclause (e)(1) above.
- (ii) Unpaid Leave for carers leave Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a

member of a class of person set out in sub-clause (i) (c) (2) above, who is ill.

(iii) Annual Leave

(a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in sub-clause (a) of this sub-clause, shall be exclusive of any shutdown period provided for elsewhere under the *Annual Holidays Act 1944*.

(iv) Time Off in Lieu of Payment for Overtime

(a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

(b) Overtime taken as time off during ordinary time hours shall be taken as set out in clause 10(vi)-Overtime.

(c) If, having elected to take time as leave in accordance with sub-clause (a) of this sub-clause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

(d) Where no election is made in accordance with the said sub-clause (a), the employee shall be paid overtime rates in accordance with the award.

(v) Make-up Time

(a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours payable at the ordinary rate of pay, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

(b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

(vi) Allocated Days Off

(a) An employee may elect with the consent of the employer, to take an allocated day off at any time.

(b) An employee may elect, with the consent of the employer, to take

allocated days off in part day amounts.

- (c) An employee may elect, with the consent of the employer, to accrue some or all allocated days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee or subject to reasonable notice by the employee or the employer.
- (d) This sub-clause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of ADO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

24. COMPASSIONATE LEAVE

- (i) Compassionate leave with pay shall be granted only in extraordinary or emergent circumstances where an employee is forced to be absent from duty because of an urgent pressing necessity, and such leave as is granted should be limited to the time necessary to cover the immediate emergency.

An absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee, rather than the employer, may be covered by the grant of leave without pay, or if the employee so desires, charged against available annual leave credits.

- (ii) Compassionate leave shall be granted on the following principles:
 - (a) Bereavement Leave
 - (1) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed in subparagraph (3) of this paragraph, provided that where the employee is involved in making funeral arrangements, travelling, etc., leave may be allowed for up to three days. Leave with pay would not ordinarily be granted for the death or attendance at a funeral for relatives not outlined in the said subparagraph (3) unless special circumstances exist, e.g., the employee resided with the deceased.
 - (2) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
 - (3) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of

paragraph (c) of subclause (i) of clause 23, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

- (4) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
 - (5) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of the said clause 23. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (b) Where an illness in the family causes an immediate emergency, sufficient leave should be granted to meet the immediate emergencies and to allow the employee to make any other arrangements considered necessary. Except in very special cases, such leave with pay should be limited to one day and where no one but the employee was available to care for the sick family member.
 - (c) Compassionate leave may also be granted in cases of unforeseen emergencies, which clearly prevent attendance for duty, e.g., flood, bush fires etc.
- (iii) Only under the most exceptional circumstances shall compassionate leave be granted for a period exceeding three working days within any one year. This is provided that additional leave may be granted by the employer in exceptional circumstances.

25. LEAVE WITHOUT PAY

- (a) By agreement between an employer and a permanent employee, an employee may be granted a period of leave without pay.
- (b) The period of leave without pay will not break the continuity of service but will not count for the purpose of:
 - (i) accruing annual leave, incremental progression, sick leave and public holidays;
 - (ii) accruing long service leave except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;
 - (iii) qualifying period for paid and unpaid paternity leave; and

- (iv) the calculation of notice and severance pay in accordance with clause 42-Redundancy and clause 43-Termination of Employment.

26. PAYMENT AND PARTICULARS OF WAGES

- (i) Wages shall be paid weekly or fortnightly, provided that, for the purpose of adjustments of wages related to alterations in the basic wage, from time to time effective, the pay period shall be deemed to be weekly.
- (ii) On each payday the pay shall be made up to a day not more than five days prior to the day of payment.
- (iii) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution in New South Wales as nominated by the employee except where agreement as to payment by cash or cheque has been reached between the Association and the employer due to the isolation of the place of employment and/or the limited number of employees.
- (iv) Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on payday. Where the wages are not available to the employee by such time due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.
- (v) Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within three working days.
- (vi) On payday each employee shall be provided with a pay slip, which specifies the following particulars:
 - (a) name and date of payment;
 - (b) the period for which the payment is made;
 - (c) the gross amount of wages, including overtime and other earnings and annual leave payments for casuals;
 - (d) the ordinary pay per hour;
 - (e) the amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee;
 - (f) the amount of other earnings and the purpose for which they are paid;
 - (g) the amount deducted for taxation purposes;

- (h) the particulars of all other deductions; and
 - (i) the net amount paid.
- (vii) Where an employer has overpaid an employee, the employer shall notify the employee of such overpayment and how such overpayment is made up, in writing, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This sub-clause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

27. SERVICE ALLOWANCE

- (i) All full-time employees appointed prior to 1 June, 1980, shall after 10 years' continuous service with the same organization, be paid by the said organization in addition to the rates prescribed in Part B, Monetary Rates of this award, a service allowance in the following manner:

For 10 years of service but less than 15 years	5%
For 15 years of service but less than 20 years	7½%
For 20 years of service and over	10%.

- (ii) Payments due under this clause will be made on the usual payday when other payments under the award are made.
- (iii) Continuous service in the same organization, prior to the commencement of this award shall be taken into account when computing service for the purposes of this clause.
- (iv) Continuous service shall be deemed not to have been broken by absence from the organization due to membership of the defence forces of the Commonwealth in time of war or during any period of special leave for members of the Military Reserve Forces.

28. LEADING HANDS

- (i) A leading hand is an employee who is placed in charge of not less than two (2) other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility.

- (ii) A leading hand shall be paid a weekly allowance of the amount specified by the item number in accordance with the following scale:

**Item Number of Table 2,
of Part B, Monetary
Rates**

in charge of two to five other employees	Item 14
in charge of six to ten other employees	Item 15
in charge of eleven to fifteen other employees	Item 16
in charge of sixteen to nineteen other employees	
Item 17	

- (iii) This allowance shall be part of salary for all purposes of this award.
- (iv) An employee who works less than thirty-eight hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty-eight ordinary hours.

29. HIGHER DUTIES

- (i) An employee when called upon by the employer to undertake duties carrying a higher rate of pay than their ordinary classification, shall be paid the higher rate for the time so spent performing the higher duties.
- (ii) This clause shall not apply when an employee in a higher grade is absent from duty by reason of their allocated day off duty.

30. UNIFORMS AND PROTECTIVE CLOTHING

- (i) (a) Subject to sub-clause (c) of this sub-clause, sufficient suitable and serviceable uniforms or overalls shall be supplied free of cost, to each employee required to wear them. An employee to whom a new uniform or part of a uniform has been supplied by the organization, who fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- (b) Upon termination, an employee shall return any uniform or part thereof supplied by the organization, which is still in use by the employee, immediately prior to leaving.
- (c) In lieu of supplying a uniform to an employee, an employer shall pay the said employee the sum set out in Item 18 of Table 2 - of Part B, Monetary Rates per week;

- (d) In lieu of supplying special-type shoes where required to an employee, an employer shall pay the said employee the sum set out in Item 19 of Table 2 - of Part B, Monetary Rates per week;
 - (e) In lieu of supplying a cardigan or jacket where required to an employee an employer shall pay the said employee the sum per week set out in Item 20 of Table 2 - of Part B, Monetary Rates per week;
 - (f) If the uniform of the employee is not laundered at the expense of the organization, an allowance of the amount set out in Item 21 of Table 2 of Part B, Monetary Rates per week shall be paid to the employee.
 - (g) An employee who works less than thirty-eight hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty-eight ordinary hours.
- (ii) Each employee whose duties require them to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.
 - (iii) Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.
 - (iv) For employees engaged in homecare services the following shall apply;
 - (a) On request, the employer shall supply free of charge two sets of full body aprons or other attire as agreed by the parties;
 - (b) The attire supplied in (a) above, shall be replaced by the employer on the basis of fair wear and tear;
 - (c) The attire supplied in (a) above, shall remain the property of the employer at all times and any employee applying for a new issue supplied by the employer who fails to return their last issue shall not be entitled to a new issue without payment thereof;
 - (d) All new employees at time of engagement and all existing employees at the time of the next issue of uniforms may be required to sign an authorisation permitting the employer to deduct the value of uniforms and/or employer property from termination monies if the uniform and/or employer's property is not returned. Employer property is property personally given to an employee and where such property can reasonably be expected to remain in the employee's personal control;
 - (e) Where the client supplies equipment, materials and tools, the employer shall ensure that they are of reasonable quality and comply with safety standards;

- (f) Where an employee is required to work outdoors the employer shall provide a suitable broad-brimmed hat.

31. SLEEPOVERS

- (i) Employees may, in addition to normal rostered shifts, be required to sleepover. A sleepover means sleeping in at night in order to be on call for emergencies.
- (ii) The following conditions shall apply to each night of sleepover:
 - (a) The span for a sleepover shall be not less than 8 hours nor more than 10 hours on any one night.
 - (b) Employees shall be provided with free board and lodging for each night on which they are required to sleep over.
 - (c) Employees shall be provided with a separate room with a bed and use of staff facilities or client facilities where applicable.
 - (d) In addition to the provision of free board and lodging for such nights, the employee shall be entitled to a sleepover allowance of the amount set out in Item 22 of Table 2 of Part B, Monetary Rates for each night on which they sleepover.
 - (e) No work other than that of an emergency nature shall be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.
 - (f) An employee directed to perform work other than that of an emergency nature during any sleepover shall be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in sub-clause (d).
 - (g) All time worked during any sleepover shall count as time worked and be paid for in accordance with the following provisions:
 - (1) All time worked by full-time employees during any sleepover shall be paid for at overtime rates.
 - (2) All time worked by permanent part-time employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time employees, or eleven hours where there are no such full-time employees, then the excess hours worked on that day shall be paid for at

overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.

- (3) All time worked by casual employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.
- (4) And provided further that where the employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of sub-clause (j) of this sub-clause will apply.
- (h) A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift, and not otherwise.
- (i) No employee shall be required to sleepover during any part of their rostered days off and/or allocated days off provided for in sub-clauses (iii) and (vi) of clause 7-Hours.
- (j) An employee (whether a full-time employee, permanent part-time employee or casual employee) who performs so much work during sleepover periods between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times shall, subject to this sub-clause, be released after completion of such work until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (k) Casual employees may only be used for sleepovers when full-time employees or permanent part-time employees are not available for that duty and in no case shall casual employees be used exclusively or almost exclusively for sleepovers.
- (iii) Nothing in this clause shall preclude the employer from rostering an employee to work shift work in lieu of undertaking sleepovers.

32. LIVE-IN

Hostel Supervisors and Live-in Housekeepers required to live in shall be provided with full board and lodging free of charge. Where, in these circumstances, supervisors are rostered off duty, other appropriate staff shall be available.

33. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

- (i) The following procedures shall be followed in relation to grievances of individual employees:
 - (a) The employee is required to notify the employer, preferably in writing, as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (ii) The following procedure shall be followed in relation to disputes, etc., between employers and their employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (iii) In the case of employers who employ not more than 20 employees, or where the management structure is such that all employees are subject to the direct supervision and control of the employer, graduated steps for further discussion and resolution at higher levels do not apply.
- (iv) While the above procedure is being followed, work will continue as normal where it is agreed there is an existing practice, but in other cases work will continue on the employer's instructions. No party will be prejudiced as to the final settlement by continuation of work.

- (v) For any of the above procedures, the employer may be represented by an industrial organization of employers and the employee(s) may be represented by an industrial organization of employees.
- (vi) The industrial organization representing employees reserves the right to vary this procedure where it is considered a safety factor is involved.

34. ATTENDANCE AT MEETINGS

Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive ordinary pay per hour for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent shall not be viewed as overtime for the purposes of this award.

35. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

- (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training
- (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by the employer pursuant to sub-clause (i) and/or (ii) shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees and the employer's duty of care to residents.

36. PROMOTIONS AND APPOINTMENTS

Promotion and/or appointment shall be by merit, provided however that no employee with a claim to seniority shall be passed over without having his/her claim considered.

37. EMERGENCY TELEPHONE CALLS

An employee required to answer emergency telephone calls outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone calls on production of receipted accounts. Provided that, where an employee is required to answer out of hours telephone calls on a relief basis, he/she shall be paid one-twelfth (1/12th) of his/her yearly telephone rental for each month or part thereof he/she is so

employed.

38. PARENTAL LEAVE

- (i) All employees are entitled to parental leave in accordance with the provisions of the Industrial Relations Act, 1996.
- (ii) (a) Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions:
 - (1) Permanent employees are eligible for paid parental leave when they have completed at least 40 weeks' of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.
- (b) Employees who are eligible for paid parental leave are entitled to such leave as follows:
 - (1) Paid Leave
 - (A) Paid Maternity Leave - an eligible employee is entitled to nine weeks paid maternity leave at ordinary pay from the date the maternity leave commences.

Maternity leave may commence up to nine weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.
 - (B) Paid Paternity Leave - an eligible employee is entitled to one week paid paternity leave in any one year at ordinary pay, which must commence within four weeks of the birth of the child. (Eligible employees will be as defined in the Industrial Relations Act 1996.)
 - (C) Paid Adoption Leave - an eligible employee is entitled to paid adoption leave of three weeks from and including the date of taking custody of the child.
 - (D) Such leave may be paid:
 - (i) on a normal fortnightly basis;
 - (ii) in advance in a lump sum;
 - (iii) at the rate of half pay over a period of 18 weeks on a regular fortnightly basis for maternity leave and at the rate of half pay over a period of six weeks

on a regular fortnightly basis for adoption leave.

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

(2) Unpaid Leave

- (A) Unpaid Maternity Leave - An employee is entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth of the child.
- (B) Unpaid Paternity Leave - An employee is entitled to a further period of unpaid paternity leave of not more than three weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.
- (C) Unpaid Adoption Leave - An employee is entitled to unpaid adoption leave as follows:
 - (i) where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
 - (ii) where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

- (c) An employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the 40 weeks' continuous service in order to qualify for a further period of maternity leave or adoption leave, unless:
 - (1) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.
- (d) An employee who intends to proceed on maternity or paternity leave should formally notify the employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight

weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

- (e) In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- (f) After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.
- (g) Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- (h) When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- (i) Except in the case of employees who have completed ten years service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- (j) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- (k) Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay

leave are paid at the half rate.

- (l) If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- (m) Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.
- (n) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- (o) In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.
- (p) In the case of stillbirth, an employee may elect to take sick leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (q) An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- (r) An employee returning from parental leave has the right to resume their former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.
- (s) Employees may make application to their employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:
 - (1) the period is to be limited to twelve months after which the full-time duties must be resumed;
 - (2) the employee is to make an application for leave without pay to reduce her full-time weekly hours of work. This application should be made as early as possible to enable

the employer to make suitable staffing arrangements. At least four weeks' notice must be given;

- (3) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
 - (4) salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
 - (5) Full-time employees who return to work under this arrangement remain full-time employees.
- (t) Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

39. REPATRIATION LEAVE

- (i) Employees who are ex-servicemen or ex-service women may be granted special leave in one or more periods up to a maximum of 6½ working days in any period of twelve months without deduction from annual or sick leave credits for the following purposes in connection with an accepted war-caused disability or in connection with an application to the Repatriation Department for a disability to be so accepted:
 - (a) to attend a hospital or clinic or visit a medical officer in that regard;
 - (b) to attend a hospital, clinic or medical officer or to report for periodical examination or attention;
 - (c) to attend limb factories for the supply, renewal and repair of artificial replacements and surgical appliances.
- (ii) Employees are to provide the employer with documentary evidence as to the attendance prior to the payment of special leave being granted.

40. ASSOCIATION REPRESENTATIVE

An employee appointed Association representative shall, upon notification thereof in writing to the organization, within 14 days of such appointment, or as soon as practicable thereafter, be recognised as the accredited representative of the Association and shall be allowed the necessary time, during working hours, to interview the employer on matters affecting

employees.

41. APPRENTICES

- (i) Indentured apprentice means an employee who is serving a period of training under an indenture for the purpose of rendering them fit to be a qualified worker in an industry. Apprentices may be indentured to an organization as cooks or gardeners.
- (ii) Apprenticeship means an apprenticeship established under Division 2 of Part 3 of the Industrial and Commercial Training Act, 1989.
- (iii) The minimum rates of wages for apprentice cooks shall be the following percentages of the rate applicable to the classification of Care Service Employee Grade 3 as varied from time to time:

First year	60%	
Second year	82.5%	
Third year		92.5%.

- (iv) The minimum rates of wages for apprentice gardeners shall be the following percentages of the rate applicable for the classification of a Care Service Employee Grade 3 as varied from time to time:

First year	50%	
Second year	60%	
Third year		80%
Fourth year	90%.	

- (v) Apprentices attending college for training shall be entitled to fares to and from home to college.
- (vi) An apprentice who obtains and hands to his/her employer a certificate or statement of having passed his/her first year technical college examination and in respect of whom a satisfactory report as to conduct, punctuality and progress is furnished shall be paid an allowance of the amount in Item 23 of Table 2 of Part B, Monetary Rates per week in addition to the rates prescribed in the ensuing twelve months, plus an additional allowance of the amount in Item 23 of Table 2, Part B, Monetary Rates per week if he/she passes each subsequent year.
- (vii) The ordinary hours of work for apprentices shall be as prescribed in clause 7-Hours. No apprentice shall be permitted or required to perform work, which would prevent the apprentice from attending classes at TAFE.

42. REDUNDANCY

- (i) For the purposes of this Clause, "Continuous service" shall be interpreted in the same manner as "service of a worker" is interpreted in the Long Service Leave Act, 1955 as at 22 July, 1996. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account in calculating length of service for the purposes of this award.
- (ii) Introduction of Change
 - (a) Employer's duty to notify
 - (1) Where the employer has made a definite decision to introduce major changes in production, program, organization, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Association.
 - (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
 - (b) Employer's duty to discuss change
 - (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clause (a) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in sub-clause (a) of this clause.
 - (3) For the purpose of such discussions, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

Provided that the making of any positions redundant shall not be deemed to be confidential information for the purposes of this award.

(iii) Redundancy

Discussions before terminations

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to termination of the employee's employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of sub-clause (a) of this clause and, in any case, prior to the beginning of the period of notice required by sub-clause (iv), Termination of Employment of this clause. These discussions shall cover, inter alia, any reasons for the proposed terminations, and measures to avoid or minimise the terminations, and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (c) For the purposes of the discussion the employer shall, as soon as practicable and, in any case, prior to the beginning of the period of notice required by sub-clause (iv), Termination of Employment of this clause, provide to the employees concerned and to the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer. Provided that the making of any positions redundant shall not be deemed to be confidential information for the purposes of this award.

(iv) Termination of Employment

- (a) Notice for changes in production, program, organization or structure - This sub-clause sets out the notice provisions to be applied to terminations or proposed terminations of the employment of an employee by the employer in circumstances where the employer no longer wishes the job which the employee has been doing to be done by anyone, for any reason (other than technological change), and for reasons arising from production, program, organization or structure in accordance with sub-clause (ii)(a)(1), shall be at least the minimum periods of notice as provided in Clause 43-Termination of Employment.

- (b) Notice for technological change - This subclause sets out the notice provisions to be applied to terminations or proposed terminations by the employer for reasons arising from technology in accordance with sub-clause (ii) (a) (1) Introduction of Change.
 - (1) An employer shall not terminate the employment of an employee unless the employer has given to the employee at least three months' notice of termination.
 - (2) Payment in lieu of the period of notice specified in sub-clause (iv) (b) (1) Termination of Employment shall be made if the said period of notice is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the period of notice specified.
 - (3) The period of notice required by this sub-clause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any act amending or replacing either of these Acts.
- (c) Time off during the notice period -
 - (1) During the period of notice of termination given by the employer, each affected employee shall be allowed up to one day's time off without loss of pay for each week of notice, up to a maximum of five days off, for the purposes of seeking other employment.
 - (2) If an employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, if the employer so requests, the employee shall be required to produce proof of attendance at an interview. If the employee is so required to produce such proof of attendance and fails to do so, the employee shall not be entitled to receive payment for such time.
- (d) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments to which the employee shall be entitled had the employee remained with the employer until the expiry of such notice.
- (e) Statement of employment - The employer shall provide to each employee whose employment has been terminated, a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

- (f) Notice to Centrelink - Where a decision has been made to terminate the employment of 15 or more employees, the employer shall notify Centrelink of this, as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Centrelink Employment Separation Certificate - The employer shall provide to an employee whose employment has been terminated an Employment Separation Certificate in the form required by Centrelink.
- (h) Transfer to Lower Paid Duties - Where an employee is genuinely transferred to a lower paid classification for reasons set out in subclause (ii) (a) Introduction of Change, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment has been terminated. The employer will however in addition continue to pay the employee their former ordinary pay for a period equivalent to one week for each year of service completed with the employer to a maximum of six weeks.
- (v) Retrenchment Pay

Unless the Industrial Relations Commission of New South Wales subsequently orders otherwise pursuant to sub-clause (vi), Incapacity to Pay, where the employment of an employee is to be terminated, for reasons set out in sub-clause (ii) Introduction of Change, the employer shall pay, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

- (a) Where the employee is under 45 years of age, the employer shall pay the employee in accordance with the following scale:

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and over	16 weeks pay.

- (b) Where the employee is 45 years of age or over, the employer shall pay the employee in accordance with the following scale:

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

- (c) "Week's pay" means the rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary pay any over award payments:

- (1) shift allowances as prescribed in sub-clauses (i) and (ii) of clause 15-Penalty Rates and Shift Allowances;
- (2) weekend penalties as prescribed in sub-clause (iii) of clause 15- Penalty Rates and Shift Allowances;
- (3) service allowances as prescribed in subclause (i) of clause 27-Service Allowance;
- (4) broken shift allowances as prescribed in clause 7-Hours;
- (5) sleepover allowances as prescribed in clause 31-Sleepovers;
- (6) apprentices' TAFE examination allowances as prescribed in clause 41-Apprentices;
- (7) climatic and isolation allowances as prescribed in clause 14-Climatic and Isolation Allowances;
- (8) leading hand allowances as prescribed in clause 28-Leading Hands;
- (9) Laundry and Dry Cleaning Certificate allowance as prescribed in Table 2 of Part B Monetary Rates of this Award.

- (vi) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission an employer may pay a lesser amount (or no amount) of retrenchment pay than that contained in sub-clause (v) Retrenchment Pay.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of retrenchment pay in the said sub-clause (v) will have on the employer.

(vii) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in sub-clause (v) Retrenchment Pay, above if the employer obtains acceptable alternative employment for an employee.

43. TERMINATION OF EMPLOYMENT

(i) Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by the employer or forfeiture by the employee of wages in lieu of notice. Provided that employment may be terminated by part of the period of notice specified, and part payment or forfeiture, in lieu of the period of notice specified.

(ii) Notice of termination by employer

(a) (1) **Period of Continuous Service** **Minimum Period of Notice**

1 year or less	1 week
More than 1 year but 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

(2) A Care Service Employee Grade 4 who has responsibility for the overall management of a facility and a Care Service Employee Grade 5 shall be entitled to four weeks notice.

(b) Employees aged 45 years or older will be entitled to an additional one-week's notice in the following circumstances:

(1) On completion of at least five years continuous service, for Care Service Employees Grade 4 who have responsibility for the overall management of a facility, and Care Service Employees Grade 5; and

(2) On completion of at least two years continuous service for all other employees other than casuals.

(c) Casuals are to be given notice to the end of the current shift worked.

- (iii) Notice by Employee
 - (a) Subject to sub-clauses (iii) (b) and (c) of this clause, employees shall give the employer one weeks notice of termination in writing.
 - (b) A Care Service Employee Grade 4 who has responsibility for the overall management of a facility and a Care Service Employee Grade 5 shall give four (4) weeks notice of termination in writing.
 - (c) Casuals shall only be required to give notice to the end of the current shift worked.
- (iv) The employer may, without notice, summarily dismiss an employee at any time for misconduct or wilful disobedience. Payment is up to the time of dismissal only. Serious misconduct is where it would be unreasonable to require the employer to continue the employment during a notice period.
- (v) The employer will give the employee a statement signed by the employer stating the period of employment and when the employment was terminated if the employee requests.
- (vi) Abandonment of Employment

Where an employee is absent from work for a continuous period of two working days without the consent of the employer, and without notification to the employer, the employer shall be entitled to inform the employee by written correspondence that unless the employee provides a satisfactory explanation for her/his absence within two days of the receipt of such a request, the employee will be considered to have abandoned employment.

44. NOTICE BOARD

- (i) The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Association representatives shall be permitted to post Association notices.
- (ii) The employer shall keep exhibited a copy of this award in accordance with Section 361 of the Industrial Relations Act 1996.

45. ACCOMMODATION AND AMENITIES

- (i) The minimum standards as set out in all relevant occupational health and safety legislation shall be met in the provision of amenities to employees.
- (ii) Such amenities must include:

- (a) change rooms and lockers;
 - (b) meal room;
 - (c) facilities for boiling water, warming and refrigerating food and for washing and storing, dining utensils;
 - (d) rest room;
 - (e) washing and bathing facilities; and
 - (f) sanitary conveniences.
- (iii) sub-clauses (i) & (ii) above shall not apply to homecare employees.

46. INSPECTION OF LOCKERS

Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable, such inspection may be carried out in the absence of the employee by an officer of the employer and a union representative where practicable, otherwise by any two officers of the facility appointed by the employer for that purpose.

47. CONSULTATIVE ARRANGEMENTS

The parties support the development of consultative arrangements in the aged care industry and to that end recommend that facilities establish consultative teams and that those teams meet regularly. The number of management representatives should not exceed the number of staff representatives. The meetings are a forum to allow the exchange of ideas and information on policies, procedures, etc. Members should encourage the development of skills by attendance at recognised training forums and greater participation of all employees in the consultative process.

48. NO EXTRA CLAIMS COMMITMENT

It is a term of this award (arising from the decisions of the Commission in the 1998 State Wage Case) that the union undertakes, for the duration of the principles determined by those decisions, not to pursue any extra claims, award or over award, except when consistent with these principles.

49. TRAINING

- (i) Employees will be given on-going training as necessary, relevant to their roles and responsibilities.

- (ii) Each employee shall provide to his/her employer details of their attendance at training and the employer shall keep a record of this attendance.
- (iii) Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of training attended by the employee.
- (iv) Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:
 - (a) Employees shall attend training outside their normal rostered working hours when required to do so by the employer;
 - (b) An employer shall provide employees with two (2) weeks notice of the requirement to attend training outside of their normal rostered working hours;
 - (c) Notwithstanding clause 10-Overtime, attendance at such training shall be paid ordinary pay for the period of training.
 - (d) An employer requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred to in sub clause (c) that is in excess of the time normally taken for that employee to attend work.
 - (e) When receiving travelling time as set out in subclause (d) above in this clause, any employee using their own vehicle for attendance at such training shall be reimbursed as set out in Item 5 of Table 2, Part B of this Award.
 - (f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in Clause 7-Hours. Where practicable, similar arrangements should also be made available to all other employees.
 - (g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.
 - (h) Notwithstanding sub-clause (ix) of Clause 7-Hours, sub-clause (ii) of Clause 10-Overtime will not apply where attendance at such training is outside the normal rostered working time of other than full-time employees and where it interrupts the applicable eight or ten-hour break between shifts.

50. LEAVE RESERVED

The parties agree that an analysis will be undertaken within six months to investigate and determine current classification structures within the Award with the view of ensuring their currency and appropriateness.

51. AREA, INCIDENCE AND DURATION

- (i) This award shall apply to all employees employed by employers that are members of the A.S.A. and/or C.C.E.R., excluding those in the County of Yancowinna, who are:
 - (a) within the jurisdiction of the Voluntary Care Association Employees' (State) Conciliation Committee who come within the Constitution Rule of the Health and Research Employees' Association of New South Wales; and/or
 - (b) employed by or in connection with voluntary, religious, charitable and non-profit making private retirement villages, nursing homes and hostels for the aged in the private health, health-related and aged care industries, and nursing homes for the disabled in the private disability services industry, and who come within the Constitution Rule of Health and Research Employees' Association of New South Wales; and/or
 - (c) employed by or in connection with other accommodation support services and/or community residential units for disabled persons owned, managed or conducted by voluntary, religious, charitable and other non-profit making organizations in the private disability services industry and who come within the Constitution Rule of the Health and Research Employees' Association of New South Wales.
- (ii) Provided that this award shall not apply to persons substantially engaged in counselling, social welfare advice and referral, assessment of disability, design of disability services programs, or community development work in connection with services for the disabled or social workers or social educators properly so-called; provided this exclusion does not apply to persons eligible to become members of the Health and Research Employees' Association who are employed as Residential Care Workers or Residential Services Assistants, and persons primarily engaged in supervising the work performed by disabled persons, or in domestic duties in Sheltered Workshops for the disabled.
- (iii) Provided that with respect to the Grand United Centenary Nursing Homes, employees employed prior to 15 July, 1996 shall continue to be entitled to receive any benefit or benefits obtained in the Aged Care General Services (State) Award as varied which are greater than the benefit or benefits that are contained in this award.

- (iv) This award shall not apply to:
 - (a) Novices, aspirants or persons who have taken the vows of religious orders.
 - (b) Persons who are employed in providing home care services to clients in private residences which are not operated as an adjunct to a retirement village, nursing home, hostel, accommodation support service or community residential unit or where the provisions of the Miscellaneous Workers Home Care Industry (State) Award, as varied, apply.
- (v) This award shall rescind and replace the Charitable, Aged and Disability Care Services (State) Award made on 18 May 2001 (unpublished) and all variations thereof. This award shall take effect on 26 October 2001 but by administrative action will commence from the beginning of the first pay period on or after 1 July 2001, and shall have a nominal term till 30 June 2003.