

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/303

TITLE: Henry Kendall Hostel Pty Ltd Enterprise Bargaining Agreement

I.R.C. NO: 98/4704

DATE APPROVED/COMMENCEMENT: From the beginning of the first full pay period to commence on or after 23 September 1998.

TERM: 12 Months

NEW AGREEMENT OR  
VARIATION: New



GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 23

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the Hostel at Henry Kendall Nursing Home, Wyoming NSW

PARTIES: Henry Kendall Hostel Pty Ltd -&- Denise Anthony, Adrienne Bartlett, Nerida Louise Brown, Debbie Cahill, Pam Carroll, Robyn Clark, Kim Colmer, Lynne Cowie, Gwen Deakin-Bell, Marie Fahey, Eve Foster, Susanne Gray, Barbara Hughes, Margaret Humphries, Lee Mahon, Cassandra Martin, Gail Martin, Lesley Nicholls, Maree Noble, Stephanie Noble, Melissa Robertson, Norma Roods, Joanne Shaw, Lynette Stanley, Tracy Todhunter, Roxanne Walton, Jackie Webb



# Enterprise Bargaining Agreement

An Enterprise Bargaining Agreement, made pursuant to the Industrial Relations Act 1996 (NSW) entered into between:

Henry Kendall Hostel Pty Ltd (ACN 001 954 187) of Kalawarra Road, Wyoming in the state of New South Wales of the one part ("the Hostel")

And

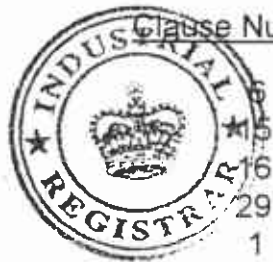
The Employees of the Hostel listed in Annexure A hereto ("the Employees")

It is agreed by the parties as follows:

## PART A

### Clause 1. Arrangement

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**PART B - MONETARY RATES**

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Table 1 - Wages

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## **Clause 2. State Wage Decisions**

The rates of wages and conditions of employment contained in this agreement are subject to variation in accordance with the provisions of section 52 of the Industrial Relations Act 1996, to the extent necessary to give effect to State Wage decisions made in accordance with the provisions of section 50 and 51 of the said Act.

## **Clause 3. Definitions**

In this Agreement, the following expressions shall have the meanings given to them in this clause:

**Activities Officer** means a person who is responsible for diversional activities of residents, but not being a diversional therapist, including:

- conducting morning tea discussions;
- entertaining residents with mental stimulation including conducting craft lessons, training and sporting activities, outings; and
- tasks of a like nature ancillary to the above.

**Administrator** means a person having the control of the daily administration of Henry Kendall Hostel, and appointed to manage and be responsible for the day-to-day operation of the hostel.

**Assistant Administrator** means a person who is responsible for:

- assisting in the administration of the Henry Kendall Hostel;
- assisting in any tasks as instructed by the Administrator;
- relieving Administrator of the Hostel in the Administrator's absence; and
- tasks of a like nature ancillary to the above.

**Assistant Cook** means a person who:

- prepares meals as instructed by the Chef and Cook;
- supervises kitchen hands;
- assists kitchen hands in their duties;
- performs tasks of a like nature ancillary to the above.

**Caretaker** means a person who:

- undertakes maintenance for which a trades license is not required;
- maintains garden areas;
- carries out external cleaning;
- transports laundry to and from a commercial laundry;
- performs tasks of a like nature ancillary to the above.

**Casual Worker** means a worker who is not a part-time worker, as defined.

**Chef** means a person who:

- stocks and orders foodstuffs and utensils;
- cooks foodstuffs;
- prepares meals;

- supervises kitchen hands;
- performs tasks of a like nature ancillary to the above;
- the Chef shall hold a certificate, diploma, degree or like qualification as a Chef issued by a TAFE college or equivalent tertiary educational institution.

**Cleaner** means a person who:

- sweeps and mops or vacuums, as appropriate, internal floors and paved areas in common areas and residents' units;
- cleans internal and external glass surfaces;
- cleans internal walls of public areas;
- wipes and vacuums, as appropriate, furniture, fixtures and fittings;
- performs tasks of a like nature ancillary to the above.



**Clerk** means a person who undertakes:

- general office duties, accounts processing, letter writing, answering telephone calls, organising staff rosters and associated duties;
- tasks of a like nature ancillary to the above.

**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 up to a maximum of six continuous months, 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 retrenchment pay or long service leave.

**Cook** means a person whose duties are the same as for the Chef classification above. However, the cook will not hold any formal qualification.

**Diversional Therapist** means a person who is responsible for:

- diversional activities of residents, including:
- individual craft teaching, group activities such as outings, training classes, sporting activities, mental stimulation, discussions;
- tasks of a like nature ancillary to the above;
- the diversional therapist will have completed the Associate Diploma course in Diversional Therapy conducted by the Cumberland College of Health Sciences or who has such other qualifications deemed equivalent by the employer.

**Full-time Worker** means an employee whose ordinary hours of work are 76 hours per fortnight.

**Housekeeper** means a person who:

- has charge of the interior cleaning of the Henry Kendall Hostel;
- sweeps and mops or vacuums, as appropriate, internal floors and paved areas in common areas and residents' units;
- cleans internal and external glass surfaces;
- cleans internal walls of public areas;
- wipes and vacuums, as appropriate, furniture, fixtures and fittings;
- supervises cleaners; and

- performs tasks of a like nature ancillary to the above.

**Kitchen Hand** means a person who:

- prepares food;
- serves meals;
- lays out cutlery and utensils on tables;
- stores cutlery and utensils;
- cleans kitchen equipment, utensils and the kitchen areas and dining room areas generally;
- performs tasks of a like nature ancillary to the above.



**Maintenance Labourer** means a person who:

- carries out internal and external maintenance and gardening as instructed by the Caretaker;
- maintains garden areas;
- assists the Caretaker in maintenance for which a trades licence is not required;
- carries out external cleaning;
- performs tasks of a like nature ancillary to the above.

**Mixed Work** means work regularly involving tasks of any combination of Cleaner, Kitchen Hand and Personal Carer.

**Part-time Worker** means an employee who is engaged for a specified minimum number of hours per fortnight which are less than those prescribed for a full time employee. Part time employees are engaged for a minimum period of three hours per week or six hours per fortnight.

**Personal Carer** means a person who renders to residents the following services:

- shower assistance;
- monitoring of medication;
- meal assistance such as cutting food;
- special dietary meals;
- assistance with dressing and undressing;
- assistance with toilet and continence problems;
- washing personal laundry;
- short-term illness care;
- assisting kitchen hands and cleaners as required;
- responding to and attending upon the use of the resident's Vital-call emergency call button;
- performing tasks of a like nature ancillary to the above.

**Resident** means the licensee or lessee occupying a residential unit in the hostel.

**Sleepover** means sleeping in at night in order to be on call for emergencies.



#### **Clause 4. Wages**

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

#### **Clause 5. Mixed Tasks**

- (i) An employee required by the Administrator to perform tasks of a more highly-paid classification than the classification to which that employee was appointed shall be paid at the rate of pay appropriate to the tasks performed for the period of time spent on the tasks of the more highly-paid classification.
- (ii) An employee required by the Administrator to perform tasks of a lower paid classification than the classification to which that employee was appointed shall be paid at the rate of pay appropriate to the classification to which that employee was appointed.
- (iii) Where an employee requests in writing to perform tasks of a lower paid classification than the classification to which that employee was appointed and the Administrator agrees, the employee shall be paid at the rate of pay appropriate to the tasks performed for the period of time spent on the tasks of the lower paid classification.
- (iv)
  - (a) Subject to (b) and (c) below, an employee appointed under the definition of mixed work, meaning work regularly involving tasks of any combination of Cleaner, Kitchen Hand and Personal Carer, shall be paid the rate of pay for mixed work in Part B - Monetary Rates, Table 1 – Wages.
  - (b) Subject to (c) below, where a mixed work employee is required to spend more than one hour of their shift on the work of personal carer, then they are to be paid for their time spent on personal carer work at the rate of personal carer.
  - (c) Where a mixed work employee is required to spend more than four hours of their shift on the work of personal carer, the employee shall be paid for their whole shift as a personal carer.

#### **Clause 6. Allowances**

- (i) **Leading Hand Allowance:**  
An employee required by the Administrator to supervise others in relation to his or her duties for the majority of any shift, shall be paid an allowance as part of salary of the amount per hour as set out in Item 1 of the Table 2 - Other Rates and Allowances of Part B, Monetary Rates. This allowance does not apply to employees who supervise others as part of their normal duties as defined in clause 3 Definitions of this Agreement.



(ii) **Uniform/Laundry:**

Employees shall at all times wear such uniform or other apparel as directed from time to time by the Administrator. Where an employee is required by the employer to wear a special uniform, the employer shall pay the employee an amount per week as a uniform and laundry allowance set out in Item 2 of the said Table 2 in the case of a full-time worker and a pro-rata amount for part-time workers and casual workers.

**Clause 7. Hours**

- (i) The ordinary hours of work for full time workers, exclusive of meal times, shall not exceed 76 hours per fortnight or 152 hours per 28 calendar days.
- (ii) Each worker shall be entitled to not less than two full days in each week, four full days in each fortnight or eight full days in each month free from duty and such rostered days off shall, where practicable, be consecutive.
- (iii) 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
- (iv) There shall be a minimum break of eight hours between ordinary rostered shifts on successive days.

**Clause 8. Meals**

- (i) Where practicable, employees shall not be required to work more than five hours without a meal break. Such meal break shall be of not less than 30 minutes' duration and shall not count as time worked.
- (ii) Two separate ten minute intervals (in addition to meal breaks) shall be allowed to 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 ten minute interval for each four hour period.

Subject to agreement between the employer and employee, the two ten minute intervals may alternatively be taken as one twenty minute interval, or by one ten minute interval with the employee allowed to proceed off-duty ten minutes before the completion of the normal shift finishing time. Such interval(s) shall count as time worked.

**Clause 9. Sleepovers**

- (i) By agreement between the employer and the employee, an employee may sleepover at the Hostel. 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.
  - (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 3 of Table 2 of Part B, Monetary Rates for each night on which they sleepover.
  - (e) No work other than that of an emergency shall be required to be performed during any sleepover.
  - (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 paragraph (d).
- (iii) Nothing in this clause shall preclude the employer from rostering an employee to work shift work in lieu of undertaking sleepovers.

### **Clause 10. Roster of Hours**

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, but in any case at least one week, prior to the commencing date of the first working period in the roster.

### **Clause 11. Penalty Rates**

- (i) Where an employee becomes entitled to more than one of the following applicable additional penalties, the employee shall receive only one of the additional penalties, being that which is the largest.
- (ii) **Casual Work Penalty:**  
Casual employees shall be paid a loading of thirty per cent (30%). This loading is inclusive of all entitlements including loading under the Annual Holidays Act (1944) NSW.



(iii) **Weekend Penalty:**

- (a) Employees who commence work after midnight Friday and finish before midnight on Saturday shall receive a loading of fifty per cent (50%) for all time worked during this period.
- (b) Employees who commence work after midnight on Saturday and finish before midnight on Sunday shall receive a loading of 75% for all time worked during this period.

(iv) **Public Holiday Penalty:**

Employees who commence work after midnight and finish before the succeeding midnight on any day proclaimed by the Government of New South Wales to be a public holiday shall receive a loading of one hundred and fifty per cent (150%) for all time worked during this period.

Alternatively, an employee may elect, with the agreement of the employer, to receive a loading of fifty per cent (50%) for all time so worked and receive a day in lieu as public holiday leave.

## **Clause 12. Shift Allowances**

(i) **Night Shift Allowance:**

An employee performing work between the hours of 7 p.m. and 7 a.m., inclusive, on a Monday to Friday, inclusive, shall be paid an allowance at the rate per hour set out in Item 4 of Table 2, Allowances, of Part B, Monetary Rates with a minimum payment per shift at the rate per shift set out in Item 5 of the said Table 2.

(ii) **Sleepover Allowance:**

The provisions of clause 9, Sleepovers, will apply. In addition to the provision of free board and lodging for each night of sleepover, the employee shall be entitled to a sleepover allowance of the amount set out in Item 3 of Table 2 of Part B, Monetary Rates for each night on which they sleepover.

## **Clause 13. Casual Workers**

- (i) Casual workers shall be entitled to all provisions of this agreement except clause 10 Roster of Hours, clause 15 Annual Leave; clause 16 Annual Leave Loading, clause 17 Long Service Leave, clause 19 Sick Leave, clause 18 Compassionate Leave, clause 6(i) Leading Hand Allowance and clause 21 Jury Leave.
- (ii) Casual workers shall be paid for such entitlements on the basis of the proportion that their average fortnightly hours worked bears to 76 hours per fortnight.



## Clause 14. Overtime

- (i) All time worked by employees outside the ordinary hours in accordance with clause 7 Hours, clause 10 Roster of Hours, clause 8 Meals, and clause 9 Sleepovers of this Agreement, shall be paid for at the rate of time and one half up to two hours each day and thereafter at the rate of double time;

Provided however, that all overtime worked on Sundays shall be paid for the rate of double time and all overtime worked on public holidays shall be paid for at the rate of double time and one half.

- (ii) Employees who are recalled to work overtime after leaving the employer's premises shall be paid a minimum of two hours at the overtime rate applicable on such day for each time so recalled; provided that, except in unforeseen circumstances arising, employees shall not be required to work the full minimum number of hours prescribed above if the job they were recalled to perform is completed within a shorter period.
- (iii) Employees who work so much overtime 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 overtime 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.

- (iv) All time worked by part time and casual employees up to the rostered daily ordinary hours of work prescribed for a majority of the full time employees employed on that shift shall not be regarded as overtime but as an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (v) An employee may be compensated by way of time off in lieu of payment of overtime on the following basis:
- a. An employee shall be advised prior to working any overtime, whether the overtime shall be paid at the appropriate overtime rate or taken as time off in lieu of overtime

- b. Time off in lieu of overtime shall be calculated on a time for time basis. Provided that if accumulated time in lieu has not been taken within six pay periods (or three months) and there is no agreement in accordance with subclause (v)(c) below, payment shall be made at the appropriate overtime rates in the next pay period.



Time off in lieu of overtime must be taken within three months of its being accrued, except where the employer and employee in writing agree to take the time off in lieu as a specified time within 12 months. An employee may be directed to take accrued time off in lieu if agreement cannot be reached.

- d. Records of all time off in lieu must be maintained by the employer.

### **Clause 15. Annual Leave**

Employees shall be entitled to annual leave in accordance with the provisions of the Annual Holidays Act 1944 (NSW).

### **Clause 16. Annual Leave Loading**

- (i) Employees shall receive an annual leave loading of 17.5% of the appropriate ordinary rate of pay for the classification in which the employee was employed immediately before commencing annual leave. Such rate of pay shall not include any public holiday penalties, shift and weekend penalties or overtime rates prescribed by this Agreement. Such annual leave loading is payable on annual leave which employees become entitled to under clause 15 Annual Leave.
- (ii) Where the amount to which an employee would have been entitled in respect of shift allowances and weekend penalty rates for ordinary time which the employee would have worked during the period of annual leave exceeds 17.5%, then that amount shall be paid to the employee in lieu of the loading.
- (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 the day upon which they would become entitled to such holiday under the Annual Holidays Act 1944, the loading then becomes payable according to the rate of pay applicable on such day.
- (iv) Before an employee is given and takes their holiday, or where agreement is reached between the employee and employer to take annual leave in more than one separate period, then before each of such separate periods, the employer shall pay the employee the loading in accordance with sub-clauses (i) and (ii) of this clause.

- (v) Where the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of termination the employee has not been given and has not taken any annual leave which the employee may have become entitled to under clause 15 of this Agreement the employee shall be paid the loading for such period not taken.
- (vi) Employees shall be entitled to the provisions of this clause whilst the Aged Care General Services (State) Award contains provisions relating to employees entitlement to Annual Leave Loading. In the event that such entitlements are removed from the Aged Care General Services (State) Award, this clause will no longer remain operative and employees will no longer have an entitlement to Annual Leave Loading under this Agreement. This sub-clause shall remain effective during the currency of this Agreement.
- (vii) This clause shall take effect from the date of this Agreement and will not apply to any annual leave that employees have accrued prior to the date of this Agreement.

### **Clause 17. Long Service Leave**

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



### **Clause 18. Compassionate Leave**

- (i) In general, compassionate leave with pay should be granted only in extraordinary or emergent circumstances where and employee is forced to be absent from duty because of urgent pressing necessity. Such leave should be limited to the time necessary to cover the immediate emergency.
- (ii) Any absence occasioned by personal exigencies which might fairly be regarded as an obligation of the employee, rather than the employer to make good should be covered by granting leave without pay or, if the employee so desires, by taking annual leave.
- (iii) The following basic principles should be kept in mind when dealing with applications:
  - (a) Deaths and funerals of parent, spouse, de-facto partner, child, sibling, grandparent, parents in law, brother in law, sister in law, daughter in law and son in law.
  - (b) In general, compassionate leave with pay should be limited to one day, provided that where the employee is involved in funeral arrangements, travelling, etc., leave may be allowed for up to three days.

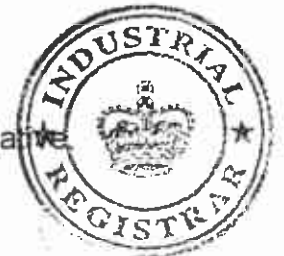
- (c) Compassionate leave would not ordinarily be granted for the death or attendance at the funeral of a relative other than those mentioned, unless special circumstances exist, e.g. the employee resided with the deceased.
- (iv) In the event of an illness in the family, except in very special circumstances, leave with pay should be limited to one day which, as a general rule, would prove sufficient time to meet the immediate emergency and allow the employee to make any other arrangements necessary. It would be expected that no one but the employee would be available to care for the sick member of the family.
- (v) The above principles are not intended to codify completely the purposes for which compassionate leave may be allowed. The element of unforeseen emergency could be present in other situations, e.g. floods and bushfires which clearly prevent attendance for duty.
- (vi) In view of the purpose for which compassionate leave is intended, it is not possible to prescribe limitation on the amount of leave to be granted in a given period. It is suggested, however, that only under the most exceptional circumstances should leave exceeding a total of three days be granted to an employee in any year.

#### **Clause 19. Sick Leave**

- (i) Each employee is entitled to five days sick leave per annum cumulative.
- (ii) Payment of sick leave entitlement will be made as follows:
  - (a) During the first three (3) months of employment, ten (10) hours;
  - (b) During the first six (6) months of employment, twenty (20) hours;
  - (c) During the first twelve (12) months of employment, five (5) days;
  - (d) Such leave to accumulate for up to a maximum of three hundred and four hours (304 hrs).

Provided that where an Employee is absent on account of sickness in the first year of employment and has not accumulated sufficient hours to meet that absence, he or she shall be paid for those hours from any balance remaining at the anniversary of employment.

- (iii) The duration of sick leave for part time employees shall apply pro rata to that for full time employees based on actual hours worked.
- (iv) The employee shall give the employer as much prior notice as is practicable of the absence due to illness or accident. Notice shall include an estimate of the likely duration of such absence.



- (v) All periods of sickness shall be certified to by a legally qualified medical practitioner approved by the employer; provided however, the employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employer's opinion the circumstances are such as not to warrant such requirements

### **Clause 20. Parental Leave**

Employees are entitled to parental leave in accordance with the provisions of Part 4 of Chapter 2 of the Industrial Relations Act 1996.

### **Clause 21. Jury Leave**

- (i) All employees shall be allowed leave to attend for jury service.
- (ii) The employer shall pay the employee any shortfall between monies received by the employee in relation to attendance for jury service and the employee's average weekly wages averaged over so much of the twelve months preceding the commencement of jury service as the employee has been in the employ of the employer.
- (iii) Such shortfall shall be paid upon the payday immediately following the worker furnishing the Administrator with satisfactory evidence of the attendance and of monies received in relation to jury service.



### **Clause 22. Payment of Wages**

- (i) The pay period shall be fortnightly, ending each fortnight on the same day of the week.
- (ii) The payday shall be on the same day of the week each week and shall be a day other than Friday, Saturday or Sunday.
- (iii) Payment of wages shall be made by electronic fund transfer to a single bank account nominated by the employee and shall be made not more than four days after the end of the relevant pay period. In the case of a temporary breakdown of EFT, payment may be made, at the discretion of the employer, by cheque or cash.
- (iv) On each payday, the employer shall supply each employee with the following written particulars regarding the payment:
- (a) the name of the employee;
  - (b) the classification of the employee under this agreement;
  - (c) the date on which the payment was made;

- (d) the period of employment to which the payment relates;
- (e) the gross amount of remuneration (including overtime and other payments);
- (f) the amount paid as overtime or such information as will enable the employee to calculate the amount paid as overtime;
- (g) the amount deducted for taxation purposes;
- (h) the amount deducted as employee contributions for superannuation purposes;
- (i) the particulars of all other deductions;
- (j) the net amount paid.



### **Clause 23. Display of Agreement**

The employer shall keep exhibited a copy of this agreement in a conspicuous place in accordance with section 361 of the Industrial Relations Act 1996.

### **Clause 24. Redundancy**

In the event of redundancy occurring within the Hostel, the provisions of the Employment Protection Act 1982 shall apply.

### **Clause 25. 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 subparagraph (ii) of paragraph (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 19 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 and 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:



(i). The employee being responsible for the care and support of the person concerned; and

(ii). The person concerned being:



(a) A spouse of the employee; or

(b) A de facto spouse, who, in relation a person is the opposite sex to 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

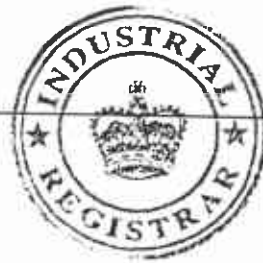
(c) A child or an adult child (including an adopted child, a step child, a foster child or ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(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 subparagraph:

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.



(ii). Unpaid leave for family purpose

- (a). An employee may elect, with the consent of the employer, to take unpaid leave for the purposes of providing care and support to a member of a class of person set out in sub-paragraph (ii) of paragraph (c) of subclause (i) 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 a 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 paragraph (a) of this sub-clause, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- (c). An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive days are taken.

(iv). Time Off in Lieu of Payment for Overtime

- (a). For the purposes only of providing care and support for a person in accordance with the sub-clause (i) of this clause, and despite the provisions of sub-clause (v) of Clause 14, Overtime, the following provisions shall apply.
- (b). 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.
- (c). Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
- (d). If, having elected to take time as leave in accordance with paragraph (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.
- (e). Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with this Agreement.



## (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, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, 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). Additional Rostered Days Off

- (a). An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b). An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c). An employee may elect, with the consent of the employer, to accrue some or all rostered 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.

**Clause 26. Termination of Employment**

- (i) (a) The employer shall not terminate the employment of an employee unless the employer has given to the employee at least the following minimum periods of notice:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.

- (c) Payment in lieu of the period of notice specified in paragraphs (a) and (b) of this sub-clause 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.
- (ii) Where the services of an employee are terminated with due notice, all monies owing shall be paid upon cessation of employment but, in the case of termination without due notice, within the next three working days.
- (iii) One week's notice of termination shall be given by the employee for which the employee shall receive payment. If the employee fails to give such notice, one week's wages may be forfeited by the employee.
- (iv) The employer may dismiss an employee without notice where the conduct of an employee justifies summary dismissal, for instance, for serious and willful misconduct.

#### **Clause 27. Re-Negotiation**

The parties shall commence negotiations for an agreement to rescind and replace this agreement at least three months' prior to the expiry of the nominal term of this agreement.

#### **Clause 28. Dispute Resolution Procedures**

- (i) The following procedure 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 discussion and state the remedy sought.
  - (b) A grievance 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.
  - (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's structure is such that all employees are subject to the direct supervision and control of the employer or the chief executive of the employer, graduated steps for further discussion and resolution at higher levels of authority do not apply.
- (iv) Whilst any of the above procedures are being followed, normal work must continue.
- (v) For any of the above procedures, the employer may be represented by an industrial organisation of employers and the employee(s) may be represented by and industrial organisation of employees.
- (vi) An industrial organisation of employees representing employees reserves the right to vary the procedure where it is considered a safety factor is involved.

### **Clause 29. Area, Incidence and Duration**

- (i) This agreement shall apply to:
  - (a) All persons employed by the Henry Kendall Hostel situated in the grounds of the Henry Kendall Nursing Home
  - (b) the employer(s) of all such persons.
- (ii) This agreement shall take effect on and from the beginning of the first pay period to commence on or after 23 September 1998 and will have a nominal term of 12 months.

Signed for and on behalf of Henry Kendall Hostel Pty Ltd by the General Manager of Henry Kendall Hostel:

Signed by the employees of Henry Kendall Hostel Pty Ltd:

ANTHONY	Denise
BARTLETT	Adrienne
BROWNE	Nerida



CAHILL . Debbie  
 CARROLL . Pam  
 CLARK . Robyn  
 COLMER . Kim  
 COWIE . Lynne  
 DEAKIN-BELL . Gwen  
 FAHEY . Marie  
 FOSTER . Eve  
 GRAY . Susanne  
 HUMPHRIES . Margaret  
 HUGHES . Barbara  
 MAHON . Lee  
 MARTIN . Cassandra  
 MARTIN . Gail  
 NICHOLLS . Lesley  
 NOBLE . Maree  
 NOBLE . Stephanie  
 ROBERTSON . Melissa  
 ROODS . Norma  
 SHAW . Joanne  
 STANLEY . Lynette  
 TODHUNTER . Tracy  
 VAN VELZEN . Margaret  
 WALTON . Roxanne  
 WEBB . Jackie



D Cahill  
P Carroll  
R Clark  
Kim Colmer  
Lynne Cowie  
G Deakin-Bell  
Marie Fahey  
Eve Foster  
Susanne Gray  
M. A. Humphries  
B Hughes  
Lee Mahon  
Cassandra Martin  
Gail Martin  
Lesley Nicholls  
Maree Noble  
Stephanie Noble  
Melissa Robertson  
Norma Roods  
Joanne Shaw  
L. Stanley  
T. Todhunter  
Margaret Van Velzen  
Roxanne Walton  
Jackie Webb

## PART B - MONETARY RATES

TABLE 1 - WAGES



	<u>Current Rates</u> 27/4/1994 \$pw	<u>Current Rates</u> <u>+ \$24</u> \$pw	<u>Current Rates</u> <u>+\$24+</u> <u>\$10</u> \$pw	<u>Current Rates</u> <u>+\$24+</u> <u>\$10+\$14</u> \$pw	<u>New Rates:</u> <u>Current Rates</u> <u>+ 7½%</u> 1/8/1997 \$pw	<u>New Rates</u> 23/9/1998 \$pw	<u>New Rates</u> 1/12/1998 \$pw
Activities Officer	349-60	373-60	383-60	397-60	375-80	383-60	397-60
Assistant Administrator	494-00	518-00	528-00	542-00	531-10	531-10	542-00
Assistant Cook	383-80	407-80	417-80	431-80	412-60	417-80	431-80
Caretaker	456-00	480-00	490-00	504-00	490-20	490-20	504-00
Chef	494-00	518-00	528-00	542-00	531-10	531-10	542-00
Cleaner	329-50	353-50	363-50	377-50	379-20	386-70	400-70
Clerk	448.16	472.16	482.16	496.16	484.50	484.50	498.50
Cook	449.92	473.92	483.92	497.92	486.40	486.40	500.40
Diversional Therapist	431-30	455-30	465-30	479-30	463-60	465-30	479-30
Housekeeper	374-00	398-00	408-00	422-00	402-10	408-00	422-00
Kitchenhand	352-70	376-70	386-70	400-70	379-20	386-70	400-70
Maintenance Labourer	364-80	388-80	398-80	412-80	392-20	398-80	412-80
Mixed Work	356-60	380-60	390-60	404-60	383-30	390-60	404-60
Personal Carer	397-30	421-30	431-30	445-30	427-10	431-30	445-30

**TABLE 2 - OTHER RATES AND ALLOWANCES**

<b>Item No.</b>	<b>Clause No.</b>	<b>Brief Description</b>	<b>Amount 1/8/1997</b>	<b>Amount 1/12/1998</b>
1	6(i)	Leading hand allowance	\$1-10 per hour	\$1-13 per hour
2	6(ii)	Uniform and Laundry allowance	\$2-70 per week	\$2-80 per week
3	9 (ii)(d) 12(ii)	Sleepover allowance	\$30-00 per night	\$30-93 per night
4	12(i)	Night shift allowance	\$1-60 per hour	\$1-65 per hour
5	12(i)	Night shift allowance - minimum payment	\$1-60 per shift	\$1-65 per shift

