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**ENTERPRISE AGREEMENT NO: EA99/44**

**TITLE: Thorndale Foundation Ltd (Live-In Work) Enterprise Agreement - 1998**

**I.R.C. NO: 98/4560**

**DATE APPROVED/COMMENCEMENT: Approved -18 December 1998 commenced- 7 September**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 5**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: applies to employees of Thorndale Foundation Ltd at Rance Road Werrington NSW 2747, under the Social and community Services (State) Award, and the Social and Community Services Employees - Rates of Pay (State) Award**

**PARTIES: Thorndale Foundation Ltd -&- Thelma Ann Coyne, Jennifer Gall, Michelle Lisa Jeffery, Valerie Ann Richards, Rotraud Theresa Shroeder, Veronica Ann Tilley**

**- ENTERPRISE AGREEMENT -**

BETWEEN

**THORNDALE FOUNDATION LTD**

AND

**EMPLOYEES**



**1. TITLE OF AGREEMENT**

This Agreement shall be known as the **Thorndale Foundation Ltd (Live-In Work) Enterprise Agreement - 1998.**

**2. ARRANGEMENT**

**Page No.**

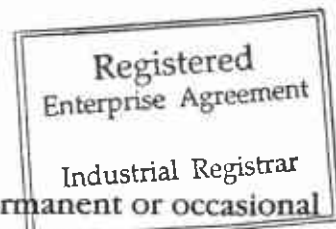
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**3. PURPOSE OF THIS AGREEMENT**

The parties to this agreement recognise and agree that it is fundamental to the provision of high quality caring services by employees of Thorndale Foundation Ltd ('Thorndale') that employees may be engaged as "live-in workers", as defined in this agreement.

**4. RELATIONSHIP TO PARENT AWARD**

It has been determined by the parties to this Enterprise Agreement that the agreement shall be read and interpreted wholly in conjunction with the *Social and Community Services (State) Award* ('the Award') and provided that where there is any inconsistency, this Enterprise Agreement shall take precedence unless otherwise specified.



**5. LIVE-IN WORK**

- (a) A "Live-in Worker" is a person engaged on a permanent or occasional live-in work basis, and is responsible for, or assists in the direction and control of a Thorndale facility.

Permanent live-in work may include any person engaged on a regular roster which may be up to 7 days per week.

Occasional live-in work may include any person engaged for a period of relief or temporary work, which may be up to 7 days per week.

- (b) The provisions of the Award relating to hours, shift work (including sleepover shifts), shift and weekend penalties and breaks between shifts or overtime shall not apply to an employee engaged as described in cl. 5(a) above.

**6. CLASSIFICATION**

An employee engaged as a live-in worker is classified as a "Social Welfare Worker Category 1" which means a person who is employed to perform duties of a more complex, varied and responsible nature than a social welfare assistant under the Award, which may include service delivery on an individual, group or community basis and social educators and vocational educators. Such person may be required to exercise initiative and independent judgement but will be under the general supervision of another employee subject to this award. In no case shall a Social Welfare Worker Category 1 be required to develop policy for or co-ordinate a service.

"General Supervision" shall mean for the purpose of this agreement: supervision of a broad set of tasks based more on self appraisal than daily direction of task performance and can include professional supervision.

**7. RATES OF PAY**

- (a) The rates of pay shall be as set out in Table 1 of Part B of this agreement. To ascertain the equivalent weekly rate of the annual wages such annual rates must be divided by 52.14.
- (b) The rates of pay in Table 1 of Part B of this agreement will be adjusted in accordance with relevant State Wage Case decisions as and when they are applied to the Award.
- (c) A person employed on an occasional live-in work basis shall be engaged and paid as a casual employee. As such, a loading of 15% shall apply to the appropriate daily rate of pay, and an additional payment of one-twelfth of the employee's appropriate daily rate of pay in lieu of any

entitlement to annual leave pursuant to the *Annual Holidays Act 1944* shall also be made.

- (d) A live-in worker as described in cl. 5(a) will be provided with full board and lodging by Thorndale, and Thorndale will make no deductions from such an employee's weekly wage for board and lodging, where that employee lives in on a permanent or occasional basis.

## 8. GRIEVANCE AND DISPUTES SETTLING PROCEDURE

The parties to this agreement are committed to resolving grievances through open communication and to achieving a prompt resolution of any grievance. A grievance shall be dealt with in the following manner:

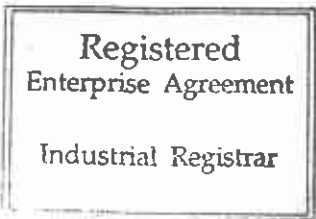
- (a) The employee(s) shall attempt to solve the grievance with their immediate supervisor.
- (b) Should the matter remain unresolved, or where discussion with the immediate supervisor would be inappropriate, the employee(s) will notify the General Manager or a nominated person of the grievance.
- (c) The General Manager or a nominated person shall arrange a meeting with the employee within 7 days of the notification, or as otherwise agreed to attempt a resolution of the grievance.
- (d) The employee will be entitled to have a union representative or nominee present during any of these stages.
- (e) Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration, in accordance with the *Industrial Relations Act 1996*.
- (f) While the above procedure is being followed, work will continue normally where it is agreed there is an existing practice, but in other cases work will continue on the manager's instruction. No party will be prejudiced as to the final settlement by continuation of work.

## 9. TERM OF AGREEMENT

This Agreement shall have a nominal term of 2 years.

## 10. DURESS

This Enterprise Agreement has not been entered into under duress by any of the parties.



11. SIGNATORIES TO AGREEMENT

Signed for and on behalf of Thorndale Foundation Ltd:

P. Bene  
[Name]

4/8/98  
[Date]

[Signature]  
[Witness]

4.8.98  
[Date]

Signed by (Employees):

m jeffery  
[Name] (MICHAEL JEFFERY)

30.7.98  
[Date]

[Signature]  
[Name]

30.7.98  
[Date]

B. Schroeder  
[Name]

30-7-98  
[Date]

J. Gall  
[Name]

30.7.98  
[Date]

M. A. Lilly  
[Name]

30.7.98  
[Date]

N. Richards  
[Name]

30-7-98  
[Date]

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**TABLE 1 - RATES OF PAY**

<b>Classification</b>	<b>Total Rate of Pay</b>
	<b>\$</b>
<b>Social Welfare Worker Category 1 -</b>	
<b>Year 1</b>	<b>26,096</b>
<b>Year 2</b>	<b>27,373</b>
<b>Year 3</b>	<b>28,833</b>
<b>Year 4</b>	<b>30,476</b>