

AM2020/99 WORK VALUE CASE – AGED CARE AWARD

Exhibit LS-1 to Witness Statement of Leigh Svendsen

TAB 51 TO TAB 100

TAB	<u>TITLE</u>
51	<u>5 July 1996 IRCNSW Judgment</u>
52	<u>1 November 1996 NSW Industrial Gazette</u>
53	<u>12 September 1997 NSW Industrial Gazette</u>
54	<u>17 September 1997 IRCNSW Judgment</u>
55	<u>13 March 1998 NSW Industrial Gazette</u>
56	<u>8 May 1998 NSW Industrial Gazette</u>
57	<u>23 May 1999 NSW Industrial Gazette</u>
58	<u>5 November 1999 NSW Industrial Gazette</u>
59	<u>20 April 2000 NSW Industrial Gazette</u>
60	<u>1 December 2003 Decision making the Charitable Sector, Aged and Disability Care Services (State) Award 2003</u>
60A	<u>1 December 2003 Award</u>
61	<u>18 March 2005 IRCNSW Variation</u>
62	<u>13 February 2006 IRCNSW Variation</u>
63	<u>10 March 2006 IRCNSW Variation</u>
64	<u>26 July 1990 VICIRC Decision</u>
65	<u>7 August 1991 VICRIC Award</u>
66	<u>12 November 1991 Award</u>
67	<u>3 June 1992 Variation</u>
68	<u>24 June 1992 Variation</u>
69	<u>15 September 1992 Variation</u>
70	<u>23 August 1994 Decision</u>
71	<u>23 August 1994 Variation</u>

72	<u>27 March 2006 Notional Agreement</u>
72A	<u>Notional Agreement preserving the Charitable Sector, Aged and Disability Care Services (State) Award 2003</u>
73	<u>27 March 2006 Notional Agreement (1)</u>
73A	<u>Comparison NAPSA Charitable Sector Award 2003 and Aged Care Award</u>
74	<u>29 August 1995 AIRC Decision</u>
75	<u>6 March 1996 Award</u>
76	<u>5 August 1996 AIRC Decision</u>
77	<u>5 August 1996 AIRC Decision</u>
78	<u>22 December 1997 AIRC Decision</u>
79	<u>16 December 1996 AIRC Decision</u>
80	<u>9 May 1997 Award</u>
81	<u>30 June 1998 Decision</u>
82A	<u>30 June 1998 Decision</u>
82B	<u>Health and Allied Services - Private Sector - Victoria Consolidated Award 1998 including up to all amendments up to and including 27 April 2007</u>
83	<u>1 October 1998 Order</u>
83A	<u>22 December 1998 Transcript</u>
84	<u>18 January 1999 Variation</u>
85	<u>7 April 1999 Correction</u>
86	<u>23 June 1999 Correction</u>
87	<u>18 August 1999 Review</u>
88	<u>20 December 1999 Order</u>
89	<u>24 August 2000 Review</u>
90	<u>29 January 2001 Award</u>
91	<u>19 March 2001 Variation</u>
92	<u>16 July 2001 Variation</u>
93	<u>31 January 2002 Award</u>
94	<u>12 June 2002 Variation</u>
95	<u>9 July 2002 Award</u>

96	<u>24 July 2002 Award</u>
97	<u>9 August 2002 Variation</u>
98	<u>24 March 2003 Variation</u>
99	<u>30 May 2003 Variation</u>
100	<u>20 August 2004 Variation</u>

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

CORAM: GLYNN J

5 JULY 1996

MATTER NO. IRC 1650 OF 1996

THE CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES RATES OF PAY (STATE) AWARD.

Application by the Health and Research Employees' Association of New South Wales for a new award.

JUDGMENT
(EDITED EXTRACT FROM TRANSCRIPT)

APPEARANCES

Miss Nolan for The Health and Research Employees' Association of New South Wales.

Miss Newman for the Australian Nursing Homes and Extended Care Association, New South Wales.

Miss Thorpe for the National Association of Nursing Homes and Private Hospitals.

Miss Moore for the Catholic Hierarchy of New South Wales, Province of Sydney.

Mr Power for the Aged Service Association of New South Wales (Industrial) and the Employers' Federation of New South Wales.

HER HONOUR: This application for the Charitable Sector Aged and Disability Care Services Rates of Pay (State) Award comes by consent of all parties represented this morning. It seeks the third increase in wages of \$8 per week available in accordance with the wage fixation principles.

Miss Nolan has canvassed the requirements of the Wage Fixing Principles as enunciated in the State Wage Cases of April 1996 and December 1994 and the requirements of the Industrial Relations Act 1991 to support her submissions that the award should be made.

In respect of the Wage Adjustments principle as to the third arbitrated safety net adjustment, in accordance with paragraph (c)(ii), for increases at award level, par (A) has been satisfied in that the first safety net adjustment was awarded on 25 July 1994 and the second safety net adjustment on 2 May 1995. That being so, par (B) is satisfied in that at least 12 months have elapsed between the second and third award level safety net increases.

In respect of para (C), Miss Nolan tendered a letter, now marked ex.2, on the letterhead of The Health and Research Employees' Association of New South Wales dated 17 July 1995 outlining the programme of discussions that had taken place, setting out over some 14 pages the understanding or agreements of the parties as to what had been discussed. A further meeting that had been rescheduled on one occasion was further rescheduled in order to allow the organisations of employers to survey their members with respect to the incidence of the options allowed for under the current facilitative/majority provisions and employers' views about those present provisions.

The survey has not yet been completed and the results collated. The employers have expressed the wish that once those results have been collated that the rescheduled meeting will be set down, and the HREA has indicated that it is prepared to continue those meetings.

In respect of para (E), the clause required to be inserted is contained in subclause (iv) of the award.

As to the requirements of the 1991 Act, the award includes in Clause 10 a disputes and grievance settlement procedures and it is provided that the award shall have a nominal term of 12 months.

In the light of the above, I am satisfied that both the requirements of the Wage Fixing Principles and the 1991 Act have been satisfied. The Commission makes The Charitable Sector Aged and Disability Care Services Rates of Pay (State) Award in terms of ex.1. This award shall take effect on and from the beginning of the first pay period to commence on or after 5 July 1996 and it shall have a nominal term of 12 months.

Pursuant to s.114 of the 1991 Act, the Commission orders in terms of an Order of Rescission set out in ex.3, that order to take effect from the beginning of the first pay period to commence on or after 5 July 1995.

57	13	Meal allowance — first meal on overtime	6.70
58	13	Meal allowance — second meal on overtime	6.70
59	13	Meal allowance — each subsequent meal on overtime	6.70
60	13	Meal allowance — overtime (Sunday/public holiday) first crib break	6.70
61	13	Meal allowance — overtime (Sunday/public holiday) second crib break	6.70
62	13	Meal allowance — overtime (Sunday/public holiday) each subsequent crib break	6.70
63	14	Stand-down — attendance for work	1.05
64	15.1	First-aid allowance	8.80 per week
65	15.2	Carting of tools — patternmaker	0.66

J. J. CAHILL, V.P.

Printed by the authority of the Industrial Registrar.

(4179)

SERIAL B4615

**CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES
RATES OF PAY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Health and Research Employees' Association of New South Wales, industrial organisation of employees.

(No. IRC 1650 of 1996)

Before the Honourable Justice Glynn

5 July 1996

AWARD

PART A

1. Arrangement

PART A

Clause No. Subject Matter

1. Arrangement
2. Basic Wage
3. Definitions
4. Wages
5. Allowances
6. Climatic and Isolation Allowances
7. Leading Hands
8. Uniforms and Protective Clothing
9. Relationship to Parent Award
10. Grievance and Dispute Resolution Procedures
11. Exemptions
12. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 — Rates of Pay

Table 2 — Other Rates and Allowances

2. Basic Wage

This award, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set out in Part B, Monetary Rates.

The said basic wage is subject to variation in accordance with the provisions of subsection (2) of section 14 of the *Industrial Relations Act* 1991. Upon any such variation, rates of wages prescribed by this award are subject to variation pursuant to section 15 of the said Act to the extent necessary to give effect to the change in the said basic wage.

3. Definitions

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have their respective meanings assigned to them.

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.

Assistant Cook means a person employed as such who, under direct supervision of a chef or cook, assists in the preparation and serving of meals. The number of assistant cooks employed shall not exceed the number of cooks and/or chefs employed. The rate of pay for this classification shall be in accordance with that of General Services Officer Grade 3.

Association means The Health and Research Employees' Association of New South Wales.

Butcher means a person who is required to carry out the required butchering of any meats supplied in bulk.

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

Chef means an employee appointed as such who may be required to supervise staff, give necessary instruction in all branches of cooking and be responsible for requisitioning the items necessary for the preparation and serving of meals. The average daily number of meals prepared and served by the kitchens for which the chef is responsible shall determine the grade.

Cook Grade A means a person who is working in a kitchen in which meals are prepared for an average of 100 or more persons and who is principally engaged, other than as an assistant to another cook, either:

- (a) in the cooking of meats, poultry and fish; or

- (b) in the cooking of cakes, pastries and sweets; or
- (c) a combination of the work specified in (a) and (b); or
- (d) in relieving a chef or other cooks engaged in the work specified in (a), (b) or (c); or
- (e) as a cook responsible for supervising the work of other cooks in the kitchen.

Cook Grade B means a person employed as a cook, other than as a Chef, Cook Grade A or an Assistant Cook.

Day Worker means an employee who works their ordinary hours from Monday to Friday, inclusive, and who commences work on such days at or after 5.30 a.m. and before 10.00 a.m., otherwise than as part of a shift system.

Diversional Therapist shall mean a person who is responsible for the diversional activities of residents and who has completed 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.

Gardener (Qualified) means an employee appointed as such, who holds a recognised certificate in gardening and horticulture and has four years' gardening experience.

Gardener (Unqualified) means an employee who is engaged in horticulture, gardening, greenkeeping, floral decoration and all phases of allied works such as rockery building, paving, landscaping and the like and shall include the driving and/or operation of motorised tractor-hauled or mechanical equipment.

General Services Officer Grade 1 (Junior) means a General Services Officer Grade 1 under the age of eighteen years.

General Services Officer Grade 1 means an employee who performs any or all of the following duties: general cleaning duties in such areas as wards, pantries, units, kitchens and recreation areas; household chore-type duties; laundry duties using domestic machinery; and seamstress duties.

General Services Officer Grade 2 means an employee who performs any or all of the following duties: cleaning associated with pots, pans, stoves, refrigerators or any other kitchen machinery; general kitchen cleaning; high cleaning; inside cleaning; outside cleaning; stripping or sealing floors; portering of residents and/or heavy equipment; operating industrial-type washing machines; loading and unloading of commercial-type washing machines; cleaning of tooth and vomit bowls; sanitising of bed pans and other equipment; the cooking and/or preparing of light refreshments (e.g., eggs, toast, salad, etc.); the making of unoccupied beds; cleaning garbage tins; sweeping paths; keeping the outside of buildings clean and tidy; assisting the gardener in labouring duties, under

supervision; mowing lawns; and may, in addition, perform the duties contained within General Services Officer Grade 1.

General Services Officer Grade 3 means an employee who performs the duties of the previous classifications of handyperson, storeperson, or the duties of an assistant cook, and may, in addition, perform the duties of a General Services Officer Grade 2.

General Services Officer Grade 4 means an employee who is wholly or substantially engaged in assisting a therapist, diversional therapist, recreational activities officer, dietitian or hostel supervisor with routine professional and recreational activity and personal care services and may, in addition, perform the duties of a General Services Officer Grade 3.

Handyperson means a person employed as such who is regularly required to carry out repairs of a minor nature. Where no appropriate artisan staff is employed, he/she may be called upon to perform maintenance work; provided, however, that for the time involved in performing such maintenance work, he/she shall be paid at the rate prescribed by the industrial award relevant to the work performed. The rate of pay for this position shall be in accordance with General Services Officer Grade 3.

Head Gardener (Otherwise) means a person employed as such who is in charge of at least three other employees, one of whom is a gardener, and who is engaged in any or all of the following: horticulture; gardening; greenkeeping; floral decoration and all phases of allied works such as rockery building, paving, landscaping and the like, and shall include the driving and/or operation of motorised tractor-hauled or mechanical equipment.

Head Gardener (Qualified) means a person who is the holder of a certificate in gardening and horticulture or equivalent with four years' gardening experience and who is in charge of at least three other employees, one of whom is a gardener, and who is engaged in any or all of the following: horticulture; gardening; greenkeeping; floral decoration; and all phases of allied works such as rockery building, paving, landscaping and the like, and shall include the driving and/or operation of motorised tractor-hauled or mechanical equipment.

Hostel Supervisor means a person employed as such, who is required to supervise hostel staff in the performance of their duties, to carry out administrative and other tasks relevant to the operation of the hostel and the welfare and care of the residents.

Housekeeper means an employee who is responsible for the supervision of general services staff, other than food services, and performs the duties of all general services grades as required.

Laundry Foreperson means an employee who is required to assist in the supervision of laundry staff and performs laundry duties as required.

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.

Parent Award means the Charitable Sector Aged and Disability Care Services (State) Award published 16 September 1994 (281 I.G. 1011), as varied.

Personal Care Assistant means a person who is required to provide personal care to hostel residents as directed.

Personal Care Assistant Grade 1 may be required, in addition to domestic duties, to provide assistance to residents within a limited range of duties.

Personal Care Assistant Grade 2 may be required to provide assistance to residents, which may include the following range of services: supervision of daily hygiene; assist with bath or shower; lay out clothes and help with dressing, shave, shampoo, cut nails, bed making, assistance with meals and clean wardrobes.

Recreational Activities Officer means an employee other than a Diversional Therapist who is responsible for diversional activities of residents.

Shift Worker means an employee who is not a day worker, as defined.

Storeman means an employee who is responsible for the receipt and dispatch of store items, loading and unloading and internal transport of items. The rate of pay for this classification shall be in accordance with General Services Officer Grade 3.

4. Wages

(i) Employees shall be paid not less than the rates for the appropriate classification set out in Table 1 — Rates of Pay, of Part B, Monetary Rates.

(ii) The rates of pay in this award include the Third Arbitrated Safety Net Adjustment payable under the State Wage Case — December 1994 decision. This arbitrated safety net adjustment may be offset to the extent of any wage increase received at the enterprise level since 29 May 1991. Increases made under the current Statement of Principles, excepting those resulting at the enterprise level, are not to be used to offset arbitrated safety net adjustments.

5. Allowances

- (i) Where broken shifts are worked, employees shall receive an allowance per shift of the amount set out in Item 1 of Table 2 — Other Rates and Allowances, of Part B, Monetary Rates.
- (ii) 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 for breakfast;
 - (b) an amount set out in Item 3 of Table 2 for lunch;
 - (c) an amount set out in Item 4 of Table 2 for the evening meal.
- (iii) (a) An employee recalled to work overtime pursuant to subclause (ii) of clause 8, Overtime, of the Charitable Sector Aged and Disability Care Services (State) Award 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.
- (iv) (a) Employees, other than the drivers of ambulances, buses or other motor vehicles, who are required to drive a vehicle as part of their duties shall be paid, in addition to the ordinary rate, an allowance per week of the amount set out in Item 8 of Table 2 for each week in which they are required to drive a vehicle; provided that an employee who drives a vehicle for more than ten hours in any week shall be paid the appropriate rate for a motor vehicle driver for the time spent driving, with a minimum payment of the amount set out in the said Item 8 of Table 2. Provided that an employee who drives a vehicle for more than four hours in any one day or shift shall be paid as a motor vehicle driver for that day or shift, with a minimum payment of the amount set out in Item 8.
- (b) Provided, however, that an employee who drives a vehicle for more than 20 hours in any week shall be paid as a motor vehicle driver for that week.
- (c) Provided that this subclause shall not apply to any employee in receipt of a margin in excess of that prescribed by this award for a motor vehicle driver; provided further that this subclause shall not apply to any employee who is required to relieve a driver of an ambulance, bus or other vehicle, and who is entitled to be paid in accordance with the terms of clause 23, Relieving

Other Members of Staff, of the Charitable Sector Aged and Disability Care Services (State) Award.

- (v) (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 per hour extra of the amount set out in Item 9 of Table 2.
- (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 per hour extra of the amount set out in Item 10 of Table 2.
- (vi) 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.
- (vii) Employees shall be paid an allowance per hour or part thereof of the amount set out in Item 11 of Table 2 for all time during which they are engaged in handling linen of a nauseating nature, other than linen sealed in bags.
- (viii) An 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.
- (ix) In addition to the provision of free board and lodging for each night on which a hostel employee is required to sleep in at night in order to be on call for emergencies, the employee shall be entitled to a sleepover allowance of the amount set out in Item 19 of Table 2, for each night on which they sleep over.
- (x) 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 per week of the amount set out in Item 20 of Table 2, in addition to the rates prescribed in the ensuing 12 months, plus an additional allowance of the amount in the said Item 20 if he/she passes each subsequent year.

6. Climatic and Isolation Allowances

- (i) Subject to subclause (ii) of this clause, persons employed in organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance per week of the amount set out in Item 6 of Table 2 — Other Rates and Allowances, of Part B, Monetary Rates, 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 organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance of the amount per week set out in Item 7 of the said Table 2 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 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bear to 38 ordinary hours.

7. Leading Hands

(i) A leading hand is an employee who is placed in charge of not less than two 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 Items 12, 13, 14 and 15 of Table 2 — Other Rates and Allowances, of Part B, Monetary Rates.

(iii) This allowance shall be part of salary for all purposes of this award.

8. Uniforms and Protective Clothing

(i) (a) Subject to paragraph (c) of this subclause, 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 organisation, 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 organisation which is still in use by the employee immediately prior to leaving.

(c) In lieu of supplying a uniform to an employee, the organisation may pay to such employee the sum per week as set out in Item 16 of Table 2 — Other Rates and Allowances, of Part B, Monetary Rates; provided, however, that if the uniform includes a cardigan or special-type shoes, an additional sum per week as set out in Item 17 of Table 2 shall be paid.

(d) If the uniform of the employee is not laundered at the expense of the organisation, an allowance per week of the amount set out in Item 18 of Table 2 shall be paid to the employee.

(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.

9. Relationship to Parent Award

This award shall be read and interpreted wholly in conjunction with the parent award, as defined. In so far as the terms of this award vary from the parent award, the terms of this award shall prevail.

10. 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) 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 an industrial organisation of employees.
- (vi) The industrial organisation representing employees reserves the right to vary this procedure where it is considered a safety factor is involved.

11. Exemptions

This award shall not apply to:

- (i) Novices, aspirants or persons who have taken the vows of religious orders.
- (ii) Employees of the Spastic Centre of New South Wales to whom the terms of the Spastic Centre of New South Wales Employees' (State) Award apply.
- (iii) Employees of Stewart House of South Curl Curl, to whom the terms of Registered Industrial Agreement No. 6299, and any variations thereto or replacements thereof, apply.
- (iv) Employees of Carrington Centennial Hospital for Convalescents at the Carrington Retirement Village of Camden, to whom the terms of Registered Industrial Agreement No. 8634, and any variations thereto or replacements thereof, apply.

- (v) Employees of the Richmond Fellowship of New South Wales to whom the terms of the Richmond Fellowship of New South Wales (State) Award apply.
- (vi) Employees of the Royal New South Wales Institute for Deaf and Blind Children, North Rocks whilst ever the terms of the Royal New South Wales Institute for Deaf and Blind Children Employees' (State) Award apply to them.
- (vii) Employees of the NSW Society for Crippled Children whilst ever they are applying to their employees the terms of the Residential Care Staff (Public Hospitals) Determination and the Hospital Employees Conditions of Employment (State) Award.
- (viii) Employees of the following nursing homes, whilst ever these nursing homes are applying to their employees the terms of the Aged Care General Services (State) Award or any award replacing that award:

A. C. Mackie Nursing Home, Dillon Street, Paddington;
 Austral House Nursing Home, 4 Austral Avenue, North Manly;
 Buckland Nursing Home, 39 Hawkesbury Road, Springwood;
 Bushlands Place Nursing Home, Bushlands Drive, Taree;
 Cardinal Freeman Nursing Home, Clissold Street, Ashfield;
 Castellorizian Nursing Home, 95 Todman Avenue, Kensington;
 Castle Hill Nursing Home, 454 Old Northern Road, Dural;
 Clarence Nursing Home, Crown Street, Grafton;
 Coffs Harbour Legacy Nursing Home, 55 Victoria Street, Coffs Harbour;
 Courtlands Nursing Home, Walden Road, Parramatta;
 Edinglassie Nursing Home, Emerald Street, Emu Plains;
 Ex-Servicemen's Memorial Nursing Home, The Ridgeway, Bolton Point;
 Fairview Nursing Home, Victoria Terrace, Moree;
 Frank Whiddon Masonic Nursing Home, 81 Belmont Road, Glenfield;
 Garden Suburb Nursing Home, 7 Myall Road, Garden Suburb;
 Grand United War Memorial Nursing Home, 87A Hammers Road, Old Toongabbie;
 Greenstone Lodge Nursing Home, Gloucester Street, Temora;
 I.O.O.F. Nursing Home, 7 Saunders Street, North Parramatta;
 Jacaranda Nursing Home, 12-14 English Street, Cronulla;
 James Milson Nursing Home, 55 High Street, North Sydney;
 John and Helen Robinson Nursing Home, Belinda Street, Gerringong;
 Leisure World Nursing Home, 93 Baumans Road, Peakhurst;
 Loreto Home for the Aged Nursing Home, 367 Bronte Road, Waverley;
 Lourdes Village Nursing Home, 95 Stanhope Road, Killara;
 Lynvale Nursing Home, 55 Stokes Street, Lane Cove;
 Mary Potter Nursing Home, Lewisham Avenue, Wagga Wagga;
 Mayflower Nursing Home, 2 Helen Street, Westmead;
 McCall Garden Colony Nursing Home, 10-32 Terry Road, Box Hill;
 Narla Village Nursing Home, 21 Lentara Road, Belmont North;

Ocean View Nursing Home, 2 Jenkin Street, Mona Vale;
 Peakhurst Nursing Home, 18 Henry Lawson Drive, Peakhurst;
 Pioneer House Nursing Home, 44 Court Street, Mudgee;
 Pitt Wood Presbyterian Homes Nursing Home, Charlotte Street, Ashfield;
 Roselands Nursing Home, 59-63 Karne Street, Beverly Hills;
 Sir William Hudson Memorial Nursing Home, Buchan Parade, Cooma;
 St. Luke's Nursing Home, 73 Roslyn Gardens, Elizabeth Bay;
 The Cedars Nursing Home, Gitana Street, Casino;
 Wesley Heights Nursing Home, 47 Birkley Road, Manly;
 Wesley Lodge Nursing Home, 55 Bull Street, Mayfield;
 Whitehall Nursing Home, 75B Maroo Avenue, Revesby;
 Wingham Court Nursing Home, Primrose Street, Wingham;
 Woodfield Nursing Home, 16 Stanton Road, Haberfield;
 Woodstock Nursing Home, 88 Redmyre Road, Strathfield.

12. Area, Incidence and Duration

(i) This award rescinds and replaces the Charitable Sector Aged and Disability Care Services Rates of Pay (State) Award published 25 August 1995 (287 I.G. 630).

This award shall apply to all employees within the jurisdiction of the Voluntary Care Association Employees' (State) Conciliation Committee employed by organisations which are members of the Aged Services Association of New South Wales (Industrial) and who come within the Constitution Rule of The Health and Research Employees' Association of New South Wales, other than employees in the private disability services industry unless those employees are covered by subclauses (iii) or (iv) of this clause.

(ii) This award shall also apply to all persons employed by or in 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 who come within the Constitution Rule of The Health and Research Employees' Association of New South Wales.

(iii) This award shall also apply to all persons employed by or in or in connection with voluntary, religious, charitable and other non-profit making private nursing homes for the disabled in the private disability services industry and who come within the Constitution Rule of The Health and Research Employees' Association of New South Wales.

(iv) This award shall also apply to all persons employed in the following centres:

Ashton House, Maroubra Junction;
 Ferguson Lodge, Lidcombe;
 Foundation for Disabled, Llandilo;
 Greystanes Children's Home, Leura;

Handicapped Children's Centre, Kirrawee;
 Illawarra Society for Crippled Children;
 Inala, Pennant Hills;
 Kurinda Residential Services, Seven Hills;
 Lonsdale House Hostel;
 Lorna Hodgkinson Sunshine Home, Gore Hill;
 Mannix Children's Centre, Liverpool;
 Multiple Sclerosis Society of NSW, Lidcombe;
 Newcastle and District Association for Crippled Children;
 Royal Far West Children's Health Service and Services for the Aged;
 Sunnyfield Association, Allambie Heights;
 Whitehall Children's Home, Revesby.

(v) This award shall take effect on and from the beginning of the first pay period to commence on or after 5 July 1996 and shall have a nominal term of 12 months.

PART B

MONETARY RATES

Adult Basic Wage: \$121.40 per week

Table 1 — Rates of Pay

	Former wage rate per week \$	3rd Arbitrated Safety Net Adjustment per week \$	Total wage rate per week \$
Clerical Services —			
Clerks —			
Clerk — Junior —			
At 16 years of age or under ...	215.50	1.8%	219.40
At 17 years of age	246.60	1.8%	251.00
At 18 years of age	284.50	1.8%	289.60
At 19 years of age	322.10	1.8%	327.90
At 20 years of age	356.10	1.8%	362.50

Clerk — Grade 1 —

At 21 years of age or first year of service	385.30	8.00	393.30
Second year of service	396.10	8.00	404.10
Third year of service	410.70	8.00	418.70
Fourth year of service	420.70	8.00	428.70
Fifth year of service and thereafter	430.70	8.00	438.70

Where the number of beds is less than 80, the Senior and Next Senior Clerk shall be paid, in addition to the age scale or Grade 1 rates to which otherwise they are entitled, a weekly allowance in the nature of salary on the following basis, provided they have completed 12 months' satisfactory service in an administrative staff position in an organisation. Such Senior allowance shall not apply where a Clerk is classified as Grade 2 or above, and the Next Senior allowance shall not apply where two or more Clerks are classified as Grade 2 or above.

Clerk Senior (Item 21 of Table 2 — Other Rates and Allowances) —

At 18 years but less than 21 years	4.30	1.8%	4.60
At 21 years and over	9.40	1.8%	10.0

Clerk Next Senior (Item 22 of Table 2) —

At 18 years but less than 21 years	1.10	1.8%	1.20
At 21 years and over	4.30	1.8%	4.60

Clerk Grade 2 —

First year of service	445.30	8.00	453.30
Second year of service and thereafter . .	460.30	8.00	468.30

Clerk Grade 3 —

First year of service	475.60	8.00	483.60
Second year of service and thereafter . .	490.90	8.00	498.90

Clerk Grade 4 —

First year of service	503.70	8.00	511.70
Second year of service and thereafter . .	515.50	8.00	523.50

Clerk Grade 5 —

First year of service	531.10	8.00	539.10
Second year of service and thereafter . .	543.60	8.00	551.60

Clerk Grade 6 —

First year of service	561.00	8.00	569.00
Second year of service and thereafter . .	574.50	8.00	582.50

Clerk Grade 7 —

First year of service	595.00	8.00	603.00
Second year of service and thereafter . .	610.90	8.00	618.90

Clerk Grade 8 —

First year of service	656.00	8.00	664.00
Second year of service and thereafter . .	676.40	8.00	684.40

Stenographers, Secretaries and Machine Operators —

General Scale —

First year of service or under 17 years of age	218.80	1.8%	222.70
Second year of service or age 17 years	253.20	1.8%	257.80
Third year of service or age 18 years	284.60	1.8%	289.70
Fourth year of service or age 19 years	322.10	1.8%	327.90
Fifth year of service or age 20 years	350.50	1.8%	356.80
Sixth year of service or age 21 years	396.10	8.00	404.10
Seventh year of service	404.50	8.00	412.50
Eighth year of service	414.40	8.00	422.40
Ninth year of service	448.40	8.00	456.40
Tenth year of service	456.00	8.00	464.00
Eleventh year of service	468.60	8.00	476.60
Twelfth year of service and thereafter	475.90	8.00	483.90

Grade 1 —			
First year of service	503.70	8.00	511.70
Second year of service and thereafter	515.50	8.00	523.50
Grade 2 —			
First year of service	531.00	8.00	539.00
Second year of service and thereafter	543.60	8.00	551.60
Grade 3 —			
First year of service	561.00	8.00	569.00
Second year of service and thereafter	574.50	8.00	582.50
Typists and Communication Assistants —			
General Scale —			
First year of service or under 17 years of age	207.00	1.8%	210.70
Second year of service or age 17 years	241.20	1.8%	245.50
Third year of service or age 18 years	273.80	1.8%	278.70
Fourth year of service or age 19 years	311.70	1.8%	317.30
Fifth year of service or age 20 years	341.10	1.8%	347.20
Sixth year of service or age 21 years	386.40	8.00	394.40
Seventh year of service	396.70	8.00	404.70
Eighth year of service and thereafter	404.50	8.00	412.50
Senior Typists —			
First year of service	418.40	8.00	426.40
Second year of service and thereafter	428.60	8.00	436.60

Clerical Assistants (to include Telephonist, Messenger, Receptionist, Office Assistant and Ward Hostess) —

General Scale —

First year of service or under 17 years of age	195.20	1.8%	198.70
Second year of service or age 17 years	230.00	1.8%	234.10
Third year of service or age 18 years	262.80	1.8%	267.50
Fourth year of service or age 19 years	301.40	1.8%	306.80
Fifth year of service or age 20 years	332.20	1.8%	338.20
Sixth year of service or age 21 years	376.50	8.00	384.50
Seventh year of service	387.10	8.00	395.10
Eighth year of service	397.20	8.00	405.20
Ninth year of service and thereafter	404.50	8.00	412.50
Class 1 —			
First year of service	418.40	8.00	426.40
Second year of service and thereafter	428.60	8.00	436.60
Class 2 —			
First year of service	446.20	8.00	454.20
Second year of service and thereafter	455.90	8.00	463.90
Class 3 —			
First year of service	465.40	8.00	473.40
Second year of service and thereafter	474.70	8.00	482.70
Class 4 —			
First year of service	484.70	8.00	492.70
Second year of service and thereafter	494.60	8.00	502.60

Special Allowances —

(1) All adult employees classified within the general scale (or Grade 1 in the case of Clerks or Class 1 in the case of Clerical Assistants) who are required in the performance of their duties to handle and be responsible for monies and the issuing of receipts for same, shall be paid a weekly allowance in the nature of salary of the amount set out in Item 23 of Table 2 — Other Rates and Allowances, of this Part.

(2) Junior employees 18 years of age and over in the same circumstances, shall be paid an allowance in the nature of salary of the amount set out in Item 24 of Table 2.

General and Personal Care Services —

Wardsman —

First year of service	413.60	8.00	421.60
Second year of service and thereafter	416.70	8.00	424.70

Hostel Supervisor —

Grade 1 — less than 50 beds	445.30	8.00	453.30
Grade 2 — 50 beds but less than 75 beds	460.40	8.00	468.40
Grade 3 — 75 beds but less than 100 beds	475.60	8.00	483.60
Grade 4 — 100 beds and over	490.40	8.00	498.40

Personal Care Assistant —

Grade 1	391.00	8.00	399.00
Grade 2	402.10	8.00	410.10

Housekeeper —

Under 100 beds	421.10	8.00	429.10
100 beds but less than 200 beds	424.10	8.00	432.10
200 beds but less than 300 beds	427.90	8.00	435.90
300 beds but less than 400 beds	432.00	8.00	440.00
400 beds but less than 500 beds	440.50	8.00	448.50
500 beds and over	448.60	8.00	456.60

Assistant Housekeeper —

Under 100 beds	405.60	8.00	413.60
100 beds but less than 200 beds	410.80	8.00	418.80
200 beds but less than 300 beds	415.00	8.00	423.00
300 beds but less than 400 beds	418.90	8.00	426.90

400 beds but less than 500 beds	425.40	8.00	433.40
500 beds and over	433.40	8.00	441.40

General Service Officer —

General Service Officer, Grade 1 —

Junior (under 18 years)	330.50	1.8%	336.50
Adult (18 years and over)	391.00	8.00	399.00

General Service Officer, Grade 2	402.10	8.00	410.10
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General Service Officer, Grade 3	410.50	8.00	418.50
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General Service Officer, Grade 4 —

First year of service	421.90	8.00	429.90
Second year of service	429.80	8.00	437.80
Third year of service and thereafter	439.30	8.00	447.30

If in possession of the Laundry and Dry Cleaning Certificate, an allowance in the nature of salary as set out in Item 25 of Table 2 shall be paid.

Recreational Activities Officer —

First year of service	429.80	8.00	437.80
Second year of service	439.30	8.00	447.30
Third year of service and thereafter	447.00	8.00	455.00

Diversional Therapist —

First year of experience	425.00	8.00	433.00
Second year of experience	449.30	8.00	457.30
Third year of experience	473.20	8.00	481.20
Fourth year of experience	497.20	8.00	505.20
Fifth year of experience and thereafter	520.20	8.00	528.20

Years of experience shall mean experience in the classification of Diversional Therapist as defined in clause 3, Definitions, of this award and/or the Aged Care General Services Rates of Pay (State) Award or any awards replacing these awards and will be recognised for level of entry and for incremental progression.

The anniversary date for the purposes of incremental progression for employees who have transferred from Recreational Activities Officer to Diversional Therapist, in accordance with the transfer scale in force as at 30 September 1993, shall be 30 September each year.

Catering Services —

Catering Officer —

Grade 5 — 80 beds but less than 120 beds	503.30	8.00	511.30
Grade 6 — 120 beds but less than 200 beds	518.90	8.00	526.90
Grade 7 — 200 beds but less than 300 beds	536.40	8.00	544.40
Grade 8 — 300 beds but less than 500 beds	566.20	8.00	574.20
Grade 9 — 500 beds but less than 1,000 beds	616.10	8.00	624.10
Grade 11 — 1,000 beds and over	666.00	8.00	674.00

Assistant Catering Officer —

Grade 2 — 80 but less than 120 beds	446.10	8.00	454.10
Grade 3 — 120 beds but less than 300 beds	479.40	8.00	487.40
Grade 6 — 300 beds but less than 500 beds	518.90	8.00	526.90
Grade 7 — 500 beds but less than 1,000 beds	536.40	8.00	544.40
Grade 8 — 1,000 beds and over	566.20	8.00	574.20

Trainee Catering Officer —

Junior —

At 16 years of age and under	237.50	1.8%	241.80
At 17 years of age	273.90	1.8%	278.80
At 18 years of age	311.30	1.8%	316.90
At 19 years of age	353.60	1.8%	360.00
At 20 years of age	388.80	1.8%	395.80

Adult —

First year of training	422.30	8.00	430.30
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Second year of training	431.20	8.00	439.20
Third year of training	441.20	8.00	449.20

Chef —

Grade A (2000 meals or more per day)	460.70	8.00	468.70
Grade B (less than 2000 meals but 1000 or more meals per day)	451.10	8.00	459.10
Grade C (less than 1000 meals per day)	441.50	8.00	449.50

Cook —

Grade A	433.20	8.00	441.20
Grade B	423.40	8.00	431.40

Butcher	449.30	8.00	457.30
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Support Services —

Laundry Foreperson —

Grade A	442.70	8.00	450.70
Grade B	430.70	8.00	438.70
Grade C	419.40	8.00	427.40

If in possession of the Laundry and Dry Cleaning Certificate an allowance in the nature of salary as set out in Item 25 of Table 2 shall be paid.

Maintenance Supervisor —

Maintenance Supervisor (Tradesman)	534.00	8.00	542.00
Maintenance Supervisor (Otherwise), in charge of staff	497.50	8.00	505.50
Maintenance Supervisor (Otherwise)	485.60	8.00	493.60

Motor Vehicle Drivers —

Grade A — Sedan	421.20	8.00	429.20
Grade B — Utility	424.40	8.00	432.40
Grade C — Ambulance or Minibus	427.50	8.00	435.50
Grade D — Larger Vehicle under 5 tonnes	429.60	8.00	437.60
Grade E — Truck 5 tonnes and over	432.50	8.00	440.50

Gardener —

Head Gardener (Qualified)	463.60	8.00	471.60
Head Gardener (Otherwise)	436.70	8.00	444.70
Gardener (Qualified)	424.60	8.00	432.60
Gardener (Otherwise)	412.60	8.00	420.60

Apprentices —

Apprentice Cook —

First year	254.00	60% of Cook B	258.80
Second year	349.30	82½ % of Cook B	355.90
Third year	391.60	92½% of Cook B	399.00

Apprentice Gardener —

First year	212.30	50% of Gardener (Qualified)	216.30
Second year	254.80	60% of Gardener (Qualified)	259.60
Third year	339.70	80% of Gardener (Qualified)	346.10
Fourth year	382.10	90% of Gardener (Qualified)	389.30

Table 2 — Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(i)	Broken shift allowance	5.10 per shift

2	5(ii) (a)	Overtime — Breakfast allowance	8.80 per meal
3	5(ii)(b)	Overtime — Luncheon allowance	11.40 per meal
4	5(ii)(c)	Overtime — Evening meal allowance	16.70 per meal
5	5(iii)(b)	Overtime — recall — use of own vehicle: Over 1600 cc Under 1600 cc	24.5 cents per km 20.6 cents per km
6	6(i)	Climatic and isolation allowance	3.30 per week
7	6(ii)	Climatic and isolation allowance	6.30 per week
8	5(iv) (a)	Driving Allowance — Where required to drive a vehicle Required to drive more than 10 hours in any week, minimum payment Required to drive more than 4 hours in any day or shift, minimum payment	3.20 per week 3.20 per week 3.20 per day or shift
9	5(v)(a)	Cleaning/Scraping work — Confined spaces	0.31 per hour
10	5(v)(b)	Cleaning/Scraping work — Boiler, flue, etc.	0.50 per hour
11	5(vii)	Linen Handling — of a nauseating nature	0.16 per hour
12	7(ii)	Leading Hand Allowance — in charge of 2 to 5 employees	13.60 per week
13	7(ii)	Leading Hand Allowance — in charge of 6 to 10 employees	19.40 per week
14	7(ii)	Leading Hand Allowance — in charge of 11 to 15 employees	24.30 per week
15	7(ii)	Leading Hand Allowance — in charge of 16 to 19 employees	29.80 per week
16	8(i)(c)	Uniform allowance	1.80 per week

17	8(i)(c)	Cardigan and special shoes allowance	0.70 per week
18	8(i)(d)	Laundry Allowance — Uniform	1.00 per week
19	5(ix)	Sleepover allowance	25.20 per night
20	5(x)	Apprentice — TAFE examination allowance	1.20 per week
21	Table 1	Clerk — Senior Allowance At 18 years but less than 21 years At 21 years and over	4.60 per week 10.00 per week
22	Table 1	Clerk — Next Senior Allowance — At 18 years but less than 21 years At 21 years and over	1.20 per week 4.60 per week
23	Table 1	Money handling allowance — adult	8.00 per week
24	Table 1	Money handling allowance — junior	3.80 per week
25	Table 1	Laundry and Dry Cleaning Certificate Allowance	5.10 per week

L. C. GLYNN, J.

Printed by the authority of the Industrial Registrar.

(1017)

SERIAL B4624

**THEATRICAL EMPLOYEES (TRAINING WAGE) (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The New South Wales Theatrical Employees Union, industrial organisation of employees.

(No. IRC 1318 of 1996)

Before the Honourable Mr Justice Peterson

7 June 1996

AWARD

Arrangement

PART A

Clause No. Subject Matter

1. Basic Wage
2. Title
3. Application
4. Objective
5. Supersession
6. Definitions
7. Training Conditions
8. Employment Conditions
9. Wages
10. Grievance Procedures
11. Area, Incidence and Duration

PART B

MONETARY RATES

- Table 1 — Skill Level A
- Table 2 — Skill Level B
- Table 3 — Skill Level C
- Appendix A — Skill Levels
- Appendix B — Awards Affected

2. This variation shall take effect on and from 11 March 1997 and shall remain in force thereafter until 6 September 1998.

L. C. GLYNN, J.

Printed by the authority of the Industrial Registrar.

(714)

SERIAL B5577

CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Health and Research Employees' Association of New South Wales, industrial organisation of employees.

(No. IRC 318 of 1997)

Before the Honourable Justice Glynn

18 February 1997

VARIATION

1. Delete from the list appearing in alphabetical order in subclause (viii) of clause 40, Exemptions, of the award published 16 September 1994 (281 I.G. 1011), as varied, the following words:

Grand United War Memorial Nursing Home
87A Hammers Road
Old Toongabbie.

2. Delete subclause (iii) of clause 42, Area, Incidence and Duration, and insert in lieu thereof the following:

(iii) This award shall also apply to all persons employed by or in 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 who come within the constitution rule of The Health and Research Employees' Association of New South Wales. Provided that, with respect to the Grand United Centenary Nursing Home, employees employed prior to 15 July 1996 shall continue to be entitled to receive any benefit or benefits contained in the Aged Care General Services (State) Award published 16 September 1994 (281 I.G. 924), as varied, which are greater than the benefit or benefits contained in this award.

3. This variation shall take effect on and from 22 January 1997.

L. C. GLYNN, J.

Printed by the authority of the Industrial Registrar.

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

CORAM: GLYNN J

17 SEPTEMBER 1997

MATTER NO. IRC4967 OF 1997

**CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES RATES
OF PAY (STATE) AWARD**

**Application by Health and Research Employees' Association of New South
Wales for variation re other rates and allowances.**

JUDGMENT

(EDITED EXTRACT FROM TRANSCRIPT)

Appearances in this matter were as follows:

Mr A *Coquillon* for the Health and Research Employees' Association of
New South Wales (the HREA).

Mr M *Pyers* for the Aged Services Association of New South Wales and
on behalf of the National Association of Nursing Homes and Private
Hospitals.

Mr B *Gee* for the Employers' Federation of New South Wales.

Mr J *Panagopoulos* for the Chamber of Manufactures of New South
Wales (Industrial).

HER HONOUR: This is an application by the HREA which seeks
to increase work and conditions related allowances by 2.27 per cent in line with
the agreement reached between the State Wage Case parties and the Industrial
Registry following the *State Wage Case - August 1997*.

The application comes by consent of the parties to the award and
complies with the Allowances principle of the *State Wage Case - August 1997*.

The Commission varies the Charitable Sector Aged and Disability Care Services Rates of Pay (State) Award in terms of exhibit 1, that variation to take effect on and from 17 September 1997.

Band Two — Grade 5	4.40	662.30	8.00	10.00	680.30	721.10
Grade 6	4.90	714.90	8.00	10.00	732.90	776.90
Grade 7	5.70	771.00	8.00	10.00	789.00	836.30
Band Three — Grade 8	5.60	800.60	8.00	10.00	818.60	867.70
Grade 9	6.40	919.50	8.00	10.00	937.50	993.80

4. This variation shall take effect on and from 25 August 1997.

NOTE: This variation gives effect to the orders and awards of the Full Bench of the Industrial Relations Commission of New South Wales in the State Wage Case — August 1997 made on 15 August 1997, pursuant to sections 50 and 52 of the *Industrial Relations Act 1996*.

G K ROBERTSON, Industrial Registrar.

Printed by the authority of the Industrial Registrar.

(4179)

CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES
RATES OF PAY (STATE) AWARD

STATE WAGE CASE — AUGUST 1997

(No. IRC 1942 of 1997)

1. Insert after subclause (ii) of clause 4 Wages, of the award published 1 November 1996 (295 I.G. 631) as varied, the following new subclause (iii):

(iii) The rates of pay in this award include the State Wage Case — August 1997 adjustment as set out in Table 1 — Rates of Pay, of Part B, Monetary Rates, payable under the State Wage Case — August 1997 decision. This adjustment may be offset against:

- (A) any equivalent overaward payments, and/or
- (B) award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.

2. Delete the said Table 1 — Rates of Pay, and insert in lieu thereof the following:

Table 1 — Rates of Pay

	Former wage rate per week \$	3rd ASNA fpp 5.7.96 per week \$	SWC 1997 per week \$	Total wage rate per week \$
Clerical Services —				
Clerks —				
Clerk — Junior —				
At 16 years of age or under . . .	215.50	1.8%	2.27%	224.40
At 17 years of age	246.60	1.8%	2.27%	256.70
At 18 years of age	284.50	1.8%	2.27%	296.20
At 19 years of age	322.10	1.8%	2.27%	335.30
At 20 years of age	356.10	1.8%	2.27%	370.70

Clerk — Grade 1 —

At 21 years of age or first year of service	385.30	8.00	10.00	403.30
Second year of service	396.10	8.00	10.00	414.10
Third year of service	410.70	8.00	10.00	428.70
Fourth year of service	420.70	8.00	10.00	438.70
Fifth year of service and thereafter	430.70	8.00	10.00	448.70

Where the number of beds is less than 80, the Senior and Next Senior Clerk shall be paid, in addition to the age scale or Grade 1 rates to which otherwise they are entitled, a weekly allowance in the nature of salary on the following basis, provided they have completed 12 months' satisfactory service in an administrative staff position in an organisation. Such Senior allowance shall not apply where a Clerk is classified as Grade 2 or above, and the Next Senior allowance shall not apply where two or more Clerks are classified as Grade 2 or above.

Clerk Senior (Item 21 of Table 2 — Other Rates and Allowances) —

At 18 years but less than 21 years	4.30	1.8%	4.60
At 21 years and over	9.40	1.8%	10.00

Clerk Next Senior (Item 22 of Table 2) —

At 18 years but less than 21 years	1.10	1.8%	1.20
At 21 years and over	4.30	1.8%	4.60

Clerk Grade 2 —

First year of service	445.30	8.00	10.00	463.30
Second year of service and thereafter	460.30	8.00	10.00	478.30

Clerk Grade 3 —

First year of service	475.60	8.00	10.00	493.60
Second year of service and thereafter	490.90	8.00	10.00	508.90

Clerk Grade 4 —

First year of service	503.70	8.00	10.00	521.70
Second year of service and thereafter	515.50	8.00	10.00	533.50

Clerk Grade 5 —

First year of service	531.10	8.00	10.00	549.10
Second year of service and thereafter	543.60	8.00	10.00	561.60

Clerk Grade 6 —

First year of service	561.00	8.00	10.00	579.00
Second year of service and thereafter	574.50	8.00	10.00	592.50

Clerk Grade 7 —

First year of service	595.00	8.00	10.00	613.00
Second year of service and thereafter	610.90	8.00	10.00	628.90

Clerk Grade 8 —

First year of service	656.00	8.00	10.00	674.00
Second year of service and thereafter	676.40	8.00	10.00	694.40

Stenographers, Secretaries and Machine Operators —

General Scale —

First year of service or under 17 years of age	218.80	1.8%	2.27%	227.80
Second year of service or age 17 years	253.20	1.8%	2.27%	263.70
Third year of service or age 18 years	284.60	1.8%	2.27%	296.30
Fourth year of service or age 19 years	322.10	1.8%	2.27%	335.30
Fifth year of service or age 20 years	350.50	1.8%	2.27%	364.90

Sixth year of service or age 21 years	396.10	8.00	10.00	414.10
Seventh year of service	404.50	8.00	10.00	422.50
Eighth year of service	414.40	8.00	10.00	432.40
Ninth year of service	448.40	8.00	10.00	466.40
Tenth year of service	456.00	8.00	10.00	474.00
Eleventh year of service	468.60	8.00	10.00	486.60
Twelfth year of service and thereafter	475.90	8.00	10.00	493.90
Grade 1 —				
First year of service	503.70	8.00	10.00	521.70
Second year of service and thereafter	515.50	8.00	10.00	533.50
Grade 2 —				
First year of service	531.00	8.00	10.00	549.00
Second year of service and thereafter	543.60	8.00	10.00	561.60
Grade 3 —				
First year of service	561.00	8.00	10.00	579.00
Second year of service and thereafter	574.50	8.00	10.00	592.50
Typists and Communication Assistants —				
General Scale —				
First year of service or under 17 years of age	207.00	1.8%	2.27%	215.50
Second year of service or age 17 years	241.20	1.8%	2.27%	251.10
Third year of service or age 18 years	273.80	1.8%	2.27%	285.00
Fourth year of service or age 19 years	311.70	1.8%	2.27%	324.50
Fifth year of service or age 20 years	341.10	1.8%	2.27%	355.10
Sixth year of service or age 21 years	386.40	8.00	10.00	404.40

Seventh year of service	396.70	8.00	10.00	414.70
Eighth year of service and thereafter	404.50	8.00	10.00	422.50
Senior Typists —				
First year of service	418.40	8.00	10.00	436.40
Second year of service and thereafter	428.60	8.00	10.00	446.60
Clerical Assistants (to include Telephonist, Messenger, Receptionist, Office Assistant and Ward Hostess) —				
General Scale —				
First year of service or under 17 years of age	195.20	1.8%	2.27%	203.20
Second year of service or age 17 years	230.00	1.8%	2.27%	239.40
Third year of service or age 18 years	262.80	1.8%	2.27%	273.60
Fourth year of service or age 19 years	301.40	1.8%	2.27%	313.80
Fifth year of service or age 20 years	332.20	1.8%	2.27%	345.90
Sixth year of service or age 21 years	376.50	8.00	10.00	394.50
Seventh year of service	387.10	8.00	10.00	405.10
Eighth year of service	397.20	8.00	10.00	415.20
Ninth year of service and thereafter	404.50	8.00	10.00	422.50
Class 1 —				
First year of service	418.40	8.00	10.00	436.40
Second year of service and thereafter	428.60	8.00	10.00	446.60
Class 2 —				
First year of service	446.20	8.00	10.00	464.20
Second year of service and thereafter	455.90	8.00	10.00	473.90

Class 3 —

First year of service	465.40	8.00	10.00	483.40
Second year of service and thereafter	474.70	8.00	10.00	492.70

Class 4 —

First year of service	484.70	8.00	10.00	502.70
Second year of service and thereafter	494.60	8.00	10.00	512.60

Special Allowances —

(1) All adult employees classified within the general scale (or Grade 1 in the case of Clerks or Class 1 in the case of Clerical Assistants) who are required in the performance of their duties to handle and be responsible for monies and the issuing of receipts for same, shall be paid a weekly allowance in the nature of salary of the amount set out in Item 23 of Table 2 — Other Rates and Allowances, of this Part.

(2) Junior employees 18 years of age and over in the same circumstances, shall be paid an allowance in the nature of salary of the amount set out in Item 24 of Table 2.

General and Personal Care Services —

Wardsman —

First year of service	413.60	8.00	10.00	431.60
Second year of service and thereafter	416.70	8.00	10.00	434.70

Hostel Supervisor —

Grade 1 — less than 50 beds	445.30	8.00	10.00	463.30
Grade 2 — 50 beds but less than 75 beds	460.40	8.00	10.00	478.40
Grade 3 — 75 beds but less than 100 beds	475.60	8.00	10.00	493.60
Grade 4 — 100 beds and over	490.40	8.00	10.00	508.40

Personal Care Assistant —

Grade 1	391.00	8.00	10.00	409.00
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Grade 2	402.10	8.00	10.00	420.10
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Housekeeper —

Under 100 beds	421.10	8.00	10.00	439.10
100 beds but less than 200 beds	424.10	8.00	10.00	442.10
200 beds but less than 300 beds	427.90	8.00	10.00	445.90
300 beds but less than 400 beds	432.00	8.00	10.00	450.00
400 beds but less than 500 beds	440.50	8.00	10.00	458.50
500 beds and over	448.60	8.00	10.00	466.60

Assistant Housekeeper —

Under 100 beds	405.60	8.00	10.00	423.60
100 beds but less than 200 beds	410.80	8.00	10.00	428.80
200 beds but less than 300 beds	415.00	8.00	10.00	433.00
300 beds but less than 400 beds	418.90	8.00	10.00	436.90
400 beds but less than 500 beds	425.40	8.00	10.00	443.40
500 beds and over	433.40	8.00	10.00	451.40

General Service Officer —

General Service Officer, Grade 1 —

Junior (under 18 years)	330.50	1.8%	2.27%	344.10
Adult (18 years and over)	391.00	8.00	10.00	409.00

General Service Officer, Grade 2	402.10	8.00	10.00	420.10
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General Service Officer, Grade 3	410.50	8.00	10.00	428.50
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General Service Officer, Grade 4 —

First year of service	421.90	8.00	10.00	439.90
Second year of service	429.80	8.00	10.00	447.80

Third year of service and thereafter	439.30	8.00	10.00	457.30
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If in possession of the Laundry and Dry Cleaning Certificate, an allowance in the nature of salary as set out in Item 25 of Table 2 shall be paid.

Recreational Activities Officer —

First year of service	429.80	8.00	10.00	447.80
Second year of service	439.30	8.00	10.00	457.30
Third year of service and thereafter	447.00	8.00	10.00	465.00

Diversional Therapist —

First year of experience	425.00	8.00	10.00	443.00
Second year of experience	449.30	8.00	10.00	467.30
Third year of experience	473.20	8.00	10.00	491.20
Fourth year of experience	497.20	8.00	10.00	515.20
Fifth year of experience and thereafter	520.20	8.00	10.00	538.20

Years of experience shall mean experience in the classification of Diversional Therapist as defined in clause 3, Definitions, of this award and/or the Aged Care General Services Rates of Pay (State) Award or any awards replacing these awards and will be recognised for level of entry and for incremental progression.

The anniversary date for the purposes of incremental progression for employees who have transferred from Recreational Activities Officer to Diversional Therapist, in accordance with the transfer scale in force as at 30 September 1993, shall be 30 September each year.

Catering Services —

Catering Officer —

Grade 5 — 80 beds but less than 120 beds	503.30	8.00	10.00	521.30
Grade 6 — 120 beds but less than 200 beds	518.90	8.00	10.00	536.90
Grade 7 — 200 beds but less than 300 beds	536.40	8.00	10.00	554.40
Grade 8 — 300 beds but less than 500 beds	566.20	8.00	10.00	584.20

Grade 9 — 500 beds but less than 1,000 beds	616.10	8.00	10.00	634.10
Grade 11 — 1,000 beds and over	666.00	8.00	10.00	684.00

Assistant Catering Officer —

Grade 2 — 80 but less than 120 beds	446.10	8.00	10.00	464.10
Grade 3 — 120 beds but less than 300 beds	479.40	8.00	10.00	497.40
Grade 6 — 300 beds but less than 500 beds	518.90	8.00	10.00	536.90
Grade 7 — 500 beds but less than 1,000 beds	536.40	8.00	10.00	554.40
Grade 8 — 1,000 beds and over	566.20	8.00	10.00	584.20

Trainee Catering Officer —

Junior —

At 16 years of age and under	237.50	1.8%	2.27%	247.30
At 17 years of age	273.90	1.8%	2.27%	285.10
At 18 years of age	311.30	1.8%	2.27%	324.10
At 19 years of age	353.60	1.8%	2.27%	368.20
At 20 years of age	388.80	1.8%	2.27%	404.80

Adult —

First year of training	422.30	8.00	10.00	440.30
Second year of training	431.20	8.00	10.00	449.20
Third year of training	441.20	8.00	10.00	459.20

Chef —

Grade A (2000 meals or more per day)	460.70	8.00	10.00	478.70
Grade B (less than 2000 meals but 1000 or more meals per day)	451.10	8.00	10.00	469.10
Grade C (less than 1000 meals per day)	441.50	8.00	10.00	459.50

Cook —				
Grade A	433.20	8.00	10.00	451.20
Grade B	423.40	8.00	10.00	441.40
Butcher	449.30	8.00	10.00	467.30
Support Services —				
Laundry Foreperson —				
Grade A	442.70	8.00	10.00	460.70
Grade B	430.70	8.00	10.00	448.70
Grade C	419.40	8.00	10.00	437.40
If in possession of the Laundry and Dry Cleaning Certificate an allowance in the nature of salary as set out in Item 25 of Table 2 shall be paid.				
Maintenance Supervisor —				
Maintenance Supervisor (Tradesman)	534.00	8.00	10.00	552.00
Maintenance Supervisor (Otherwise), in charge of staff	497.50	8.00	10.00	515.50
Maintenance Supervisor (Otherwise)	485.60	8.00	10.00	503.60
Motor Vehicle Drivers —				
Grade A — Sedan	421.20	8.00	10.00	439.20
Grade B — Utility	424.40	8.00	10.00	442.40
Grade C — Ambulance or Minibus	427.50	8.00	10.00	445.50
Grade D — Larger Vehicle under 5 tonnes	429.60	8.00	10.00	447.60
Grade E — Truck 5 tonnes and over	432.50	8.00	10.00	450.50
Gardener —				
Head Gardener (Qualified) ...	463.60	8.00	10.00	481.60
Head Gardener (Otherwise) ..	436.70	8.00	10.00	454.70
Gardener (Qualified)	424.60	8.00	10.00	442.60
Gardener (Otherwise)	412.60	8.00	10.00	430.60

Apprentices —			
Apprentice Cook —			
First year	254.00	60% of Cook B	264.80
Second year	349.30	82½% of Cook B	364.20
Third year	391.60	92½% of Cook B	408.30
Apprentice Gardener —			
First year	212.30	50% of Gardener (Qualified)	221.30
Second year	254.80	60% of Gardener (Qualified)	265.60
Third year	339.70	80% of Gardener (Qualified)	354.10
Fourth year	382.10	90% of Gardener (Qualified)	398.30

3. This variation shall take effect on and from 28 August 1997.

NOTE: This variation gives effect to the orders and awards of the Full Bench of the Industrial Relations Commission of New South Wales in the State Wage Case — August 1997 made on 15 August 1997, pursuant to sections 50 and 52 of the *Industrial Relations Act 1996*.

G K ROBERTSON, Industrial Registrar.

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At 19 years of age 85
 At 20 years of age 100

4. Delete Items 1, 2 and 4 of Table 2 — Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	4(v)	Allowance for Section Head	7.10 per week
2	4(vi)	Qualified Parts Salesman	12.40 per week
4	23(ii)	First-aid	1.56 per day

5. This variation shall take effect from the beginning of the first pay period to commence on or after 18 September 1997.

G. I. MAIDMENT, J.

Printed by the authority of the Industrial Registrar.

(4179)

SERIAL B6103

**CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES
 RATES OF PAY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Health and Research Employees' Association of New South Wales, industrial organisation of employees.

(No. IRC 4967 of 1997)

Before the Honourable Justice Glynn

17 September 1997

VARIATION

1. Delete Table 2 — Other Rates and Allowances, of Part B, Monetary Rates, of the award published 1 November 1996 (295 I.G. 631), and insert in lieu thereof the following:

Table 2 — Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(i)	Broken shift allowance	5.22 per shift
2	5(ii)(a)	Overtime — Breakfast allowance	8.80 per meal
3	5(ii)(b)	Overtime — Luncheon allowance	11.40 per meal
4	5(ii)(c)	Overtime — Evening meal allowance	16.70 per meal
5	5(iii)(b)	Overtime — recall — use of own vehicle: Over 1600 cc Under 1600 cc	24.5 cents per km 20.6 cents per km
6	6(i)	Climatic and isolation allowance	3.40 per week
7	6(ii)	Climatic and isolation allowance	6.40 per week

8	5(iv)(a)	Driving Allowance — Where required to drive a vehicle Required to drive more than 10 hours in any week, minimum payment Required to drive more than 4 hours in any day or shift, minimum payment	3.30 per week 3.30 per week 3.30 per day or shift
9	5(v)(a)	Cleaning/Scraping work — Confined spaces	0.32 per hour
10	5(v)(b)	Cleaning/Scraping work — Boiler, flue, etc.	0.51 per hour
11	5(vii)	Linen Handling — of a nouseating nature	0.16 per hour
12	7(ii)	Leading Hand Allowance — in charge of 2 to 5 employees	13.90 per week
13	7(ii)	Leading Hand Allowance — in charge of 6 to 10 employees	19.80 per week
14	7(ii)	Leading Hand Allowance — in charge of 11 to 15 employees	24.90 per week
15	7(ii)	Leading Hand Allowance — in charge of 16 to 19 employees	30.50 per week
16	8(i)(c)	Uniform Allowance	1.80 per week
17	8(i)(c)	Cardigan and special shoes allowance	0.70 per week
18	8(i)(d)	Laundry Allowance — Uniform	1.00 per week
19	5(ix)	Sleepover Allowance	25.77 per night
20	5(x)	Apprentice — TAFE examination allowance	1.25 per week
21	Table 1	Clerk — Senior Allowance At 18 years but less than 21 years At 21 years and over	4.70 per week 10.25 per week
22	Table 1	Clerk — Next Senior Allowance At 18 years but less than 21 years At 21 years and over	1.10 per week 4.70 per week
23	Table 1	Money handling allowance — adult	8.20 per week

24	Table 1	Money handling allowance — junior	3.90 per week
25	Table 1	Laundry and Dry Cleaning Certificate Allowance	5.20 per week

2. This variation shall take effect on and from 17 September 1997.

L. C. GLYNN, J.

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Table 1 — Salaries

Social Worker	Rate per week \$	SWC 1994 3rd ASNA per week \$	SWC June 1998 \$	Rate per week \$
1st year of scale	502.00	8.00	14.00	524.00
2nd year of scale	524.80	8.00	14.00	546.80
3rd year of scale	556.10	8.00	12.00	576.10
4th year of scale	584.30	8.00	12.00	604.30
5th year of scale	617.50	8.00	12.00	637.50
6th year of scale	644.10	8.00	12.00	664.10
7th year of scale	669.40	8.00	12.00	689.40
8th year of scale	691.90	8.00	12.00	711.90
9th year of scale and thereafter	724.20	8.00	10.00	742.20
Grade 1	764.30	8.00	10.00	782.30
Senior	818.50	8.00	10.00	836.50

5. This variation shall take effect from the beginning of the first full pay period to commence on or after 18 August 1998.

G. I. MAIDMENT, J.

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SERIAL B6957

CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES RATES OF PAY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Health and Research Employees' Association of New South Wales, industrial organisation of employees.
(No. IRC 3490 of 1998)

Before the Honourable Mr Justice Maidment

3 December 1998

VARIATION

1. Delete clause 2, Basic Wage, appearing in clause 1, Arrangement, of the award published 1 November 1996 (295 I.G. 631), as varied, and insert in lieu thereof the following new clause number and subject matter:

2. Basic Wage/State Decisions

2. Delete clause 2, Basic Wage, and insert in lieu thereof the following:

2. Basic Wage/State Decisions

(a) This award, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set out in Part B, Monetary Rates.

The said basic wage is subject to variation in accordance with the provisions of subsection (2) of section 15 of Schedule 4, Savings, Transitional and Other Provisions, of the *Industrial Relations Act 1996*.

(b) The rates of wages and conditions of employment contained in this award 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 decisions made in accordance with the provisions of sections 50 and 51 of the said Act.

3. Delete subclause (iii) of clause 4, Wages, and insert in lieu thereof the following:

(iii) The rates of pay in this award include the adjustments payable under the State Wage Cases of August 1997 and June 1998. These adjustments may be offset against:

(A) any equivalent overaward payments, and/or

(B) award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.

4. Insert after subclause (v) of clause 13, Area, Incidence and Duration, the following new subclause (vi):

(vi) For the purposes of the salary and allowance increases granted through the State Wage Case decision of June 1998 which took effect on and from 3 December 1998, shall apply to all employees covered by this award, other than those employees employed by employers who are members of the Aged Services Association of N.S.W. (Industrial) and the Catholic Commission for Employment Relations. A consent award application between the Association and the Aged Services Association of N.S.W. (Industrial) and the Catholic Commission for Employment Relations is currently before the Commission in Matter No. IRC 5969/98.

5. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Adult Basic Wage: \$121.40 per week

Table 1 — Rates of Pay

	Former wage rate per week \$	SWC June 1998 per week \$	Total wage rate per week \$
Clerical Services —			
Clerks —			
Clerk — Junior —			
At 16 years of age or under	224.40	3.1%	231.40
At 17 years of age	256.70	3.1%	264.70
At 18 years of age	296.20	3.1%	305.40
At 19 years of age	335.30	3.1%	345.70
At 20 years of age	370.70	3.1%	382.20
Clerk — Grade 1 —			
At 21 years of age or first year of service	403.30	14.00	417.30
Second year of service	414.10	14.00	428.10
Third year of service	428.70	14.00	442.70
Fourth year of service	438.70	14.00	452.70
Fifth year of service and thereafter	448.70	14.00	462.70
Where the number of beds is less than 80, the Senior and Next Senior Clerk shall be paid, in addition to the age scale or Grade 1 rates to which otherwise they are entitled, a weekly allowance in the nature of salary on the following basis, provided they have completed 12 months' satisfactory service in an administrative staff position in an organisation. Such Senior allowance shall not apply where a Clerk is classified as Grade 2 or above, and the Next Senior allowance shall not apply where two or more Clerks are classified as Grade 2 or above.			
Clerk Senior (Item 21 of Table 2 — Other Rates and Allowances) —			
At 18 years but less than 21 years	4.70	3.1%	4.80
At 21 years and over	10.25	3.1%	10.60
Clerk Next Senior (Item 22 of Table 2) —			
At 18 years but less than 21 years	1.10	3.1%	1.10
At 21 years and over	4.70	3.1%	4.80
Clerk Grade 2 —			
First year of service	463.30	14.00	477.30
Second year of service and thereafter	478.30	14.00	492.30

Clerk Grade 3 —			
First year of service	493.60	14.00	507.60
Second year of service and thereafter	508.90	14.00	522.90
Clerk Grade 4 —			
First year of service	521.70	14.00	535.70
Second year of service and thereafter	533.50	14.00	547.50
Clerk Grade 5 —			
First year of service	549.10	14.00	563.10
Second year of service and thereafter	561.60	12.00	573.60
Clerk Grade 6 —			
First year of service	579.00	12.00	591.00
Second year of service and thereafter	592.50	12.00	604.50
Clerk Grade 7 —			
First year of service	613.00	12.00	625.00
Second year of service and thereafter	628.90	12.00	640.90
Clerk Grade 8 —			
First year of service	674.00	12.00	686.00
Second year of service and thereafter	694.40	12.00	706.40
Stenographers, Secretaries and Machine Operators —			
General Scale —			
First year of service or under 17 years of age	227.80	3.1%	234.90
Second year of service or age 17 years	263.70	3.1%	271.90
Third year of service or age 18 years	296.30	3.1%	305.50
Fourth year of service or age 19 years	335.30	3.1%	345.70
Fifth year of service or age 20 years	364.90	3.1%	376.20
Sixth year of service or age 21 years	414.10	14.00	428.10
Seventh year of service	422.50	14.00	436.50
Eighth year of service	432.40	14.00	446.40
Ninth year of service	466.40	14.00	480.40
Tenth year of service	474.00	14.00	488.00
Eleventh year of service	486.60	14.00	500.60
Twelfth year of service and thereafter	493.90	14.00	507.90
Grade 1 —			
First year of service	521.70	14.00	535.70
Second year of service and thereafter	533.50	14.00	547.50
Grade 2 —			
First year of service	549.00	14.00	563.00
Second year of service and thereafter	561.60	12.00	573.60

Grade 3 —

First year of service.....	579.00	12.00	591.00
Second year of service and thereafter	592.50	12.00	604.50

Typists and Communication Assistants —

General Scale —

First year of service or under 17 years of age.....	215.50	3.1%	222.20
Second year of service or age 17 years	251.10	3.1%	258.90
Third year of service or age 18 years.....	285.00	3.1%	293.80
Fourth year of service or age 19 years	324.50	3.1%	334.60
Fifth year of service or age 20 years	355.10	3.1%	366.10
Sixth year of service or age 21 years	404.40	14.00	418.40
Seventh year of service	414.70	14.00	428.70
Eighth year of service and thereafter	422.50	14.00	436.50

Senior Typists —

First year of service.....	436.40	14.00	450.40
Second year of service and thereafter	446.60	14.00	460.60

Clerical Assistants (to include Telephonist, Messenger, Receptionist, Office Assistant and Ward Hostess) —

General Scale —

First year of service or under 17 years of age.....	203.20	3.1%	209.50
Second year of service or age 17 years	239.40	3.1%	246.80
Third year of service or age 18 years.....	273.60	3.1%	282.10
Fourth year of service or age 19 years	313.80	3.1%	323.50
Fifth year of service or age 20 years	345.90	3.1%	356.60
Sixth year of service or age 21 years	394.50	14.00	408.50
Seventh year of service	405.10	14.00	419.10
Eighth year of service	415.20	14.00	429.20
Ninth year of service and thereafter	422.50	14.00	436.50

Class 1 —

First year of service.....	436.40	14.00	450.40
Second year of service and thereafter	446.60	14.00	460.60

Class 2 —

First year of service.....	464.20	14.00	478.20
Second year of service and thereafter	473.90	14.00	487.90

Class 3 —

First year of service.....	483.40	14.00	497.40
Second year of service and thereafter	492.70	14.00	506.70

Class 4 —

First year of service.....	502.70	14.00	516.70
Second year of service and thereafter	512.60	14.00	526.60

Special Allowances —

(1) All adult employees classified within the general scale (or Grade 1 in the case of Clerks or Class 1 in the case of Clerical Assistants) who are required in the performance of their duties to handle and be responsible for monies and the issuing of receipts for same, shall be paid a weekly allowance in the nature of salary of the amount set out in Item 23 of Table 2 — Other Rates and Allowances, of this Part.

(2) Junior employees 18 years of age and over in the same circumstances, shall be paid an allowance in the nature of salary of the amount set out in Item 24 of the said Table 2.

General and Personal Care Services —

Wardsman —

First year of service.....	431.60	14.00	445.60
Second year of service and thereafter	434.70	14.00	448.70

Hostel Supervisor —

Grade 1 —			
less than 50 beds.....	463.30	14.00	477.30
Grade 2 —			
50 beds but less than 75 beds	478.40	14.00	492.40
Grade 3 —			
75 beds but less than 100 beds	493.60	14.00	507.60
Grade 4 —			
100 beds and over	508.40	14.00	522.40

Personal Care Assistant —

Grade 1	409.00	14.00	423.00
Grade 2	420.10	14.00	434.10

Housekeeper —

Under 100 beds.....	439.10	14.00	453.10
100 beds but less than 200 beds	442.10	14.00	456.10
200 beds but less than 300 beds	445.90	14.00	459.90
300 beds but less than 400 beds	450.00	14.00	464.00
400 beds but less than 500 beds	458.50	14.00	472.50
500 beds and over	466.60	14.00	480.60

Assistant Housekeeper —

Under 100 beds.....	423.60	14.00	437.60
100 beds but less than 200 beds	428.80	14.00	442.80
200 beds but less than 300 beds	433.00	14.00	447.00
300 beds but less than 400 beds	436.90	14.00	450.90
400 beds but less than 500 beds	443.40	14.00	457.40
500 beds and over	451.40	14.00	465.40

General Service Officer —

General Service Officer, Grade 1 —

Junior (under 18 years).....	344.10	3.1%	354.80
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Adult (18 years and over)	409.00	14.00	423.00
General Service Officer, Grade 2	420.10	14.00	434.10
General Service Officer, Grade 3	428.50	14.00	442.50
General Service Officer, Grade 4 —			
First year of service.....	439.90	14.00	453.90
Second year of service.....	447.80	14.00	461.80
Third year of service and thereafter.....	457.30	14.00	471.30

If in possession of the Laundry and Dry Cleaning Certificate, an allowance in the nature of salary as set out in Item 25 of Table 2 shall be paid.

Recreational Activities Officer —

First year of service.....	447.80	14.00	461.80
Second year of service.....	457.30	14.00	471.30
Third year of service and thereafter.....	465.00	14.00	479.00

Diversional Therapist —

First year of experience.....	443.00	14.00	457.00
Second year of experience.....	467.30	14.00	481.30
Third year of experience	491.20	14.00	505.20
Fourth year of experience.....	515.20	14.00	529.20
Fifth year of experience and thereafter	538.20	14.00	552.20

Years of experience shall mean experience in the classification of Diversional Therapist as defined in clause 3, Definitions, of this award and/or the Aged Care General Services Rates of Pay (State) Award or any awards replacing these awards and will be recognised for level of entry and for incremental progression.

The anniversary date for the purposes of incremental progression for employees who have transferred from Recreational Activities Officer to Diversional Therapist, in accordance with the transfer scale in force as at 30 September 1993, shall be 30 September each year.

Catering Services —

Catering Officer —

Grade 5 — 80 beds but less than 120 beds	521.30	14.00	535.30
Grade 6 — 120 beds but less than 200 beds	536.90	14.00	550.90
Grade 7 — 200 beds but less than 300 beds	554.40	12.00	566.40
Grade 8 — 300 beds but less than 500 beds	584.20	12.00	596.20
Grade 9 — 500 beds but less than 1,000 beds	634.10	12.00	646.10
Grade 11 — 1,000 beds and over	684.00	12.00	696.00

Assistant Catering Officer —

Grade 2 — 80 but less than 120 beds	464.10	14.00	478.10
Grade 3 — 120 beds but less than 300 beds	497.40	14.00	511.40
Grade 6 — 300 beds but less than 500 beds	536.90	14.00	550.90
Grade 7 — 500 beds but less than 1,000 beds	554.40	12.00	566.40
Grade 8 — 1,000 beds and over	584.20	12.00	596.20

Trainee Catering Officer —

Junior —

At 16 years of age and under	247.30	3.1%	255.00
At 17 years of age.....	285.10	3.1%	293.90
At 18 years of age.....	324.10	3.1%	334.10
At 19 years of age.....	368.20	3.1%	379.60
At 20 years of age.....	404.80	3.1%	417.30

Adult —

First year of training.....	440.30	14.00	454.30
Second year of training.....	449.20	14.00	463.20
Third year of training	459.20	14.00	473.20

Chef —

Grade A (2000 meals or more per day)	478.70	14.00	492.70
Grade B (less than 2000 meals but 1000 or more meals per day)	469.10	14.00	483.10
Grade C (less than 1000 meals per day).....	459.50	14.00	473.50

Cook —

Grade A.....	451.20	14.00	465.20
Grade B.....	441.40	14.00	455.40

Butcher.....	467.30	14.00	481.30
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Support Services —

Laundry Foreperson —

Grade A.....	460.70	14.00	474.70
Grade B.....	448.70	14.00	462.70
Grade C.....	437.40	14.00	451.40

If in possession of the Laundry and Dry Cleaning Certificate an allowance in the nature of salary as set out in Item 25 of Table 2 — Other Rates and Allowances, of this Part, shall be paid.

Maintenance Supervisor —

Maintenance Supervisor (Tradesman).....	552.00	12.00	564.00
Maintenance Supervisor (Otherwise), in charge of staff.....	515.50	14.00	529.50
Maintenance Supervisor (Otherwise).....	503.60	14.00	517.60

Motor Vehicle Drivers —

Grade A — Sedan	439.20	14.00	453.20
Grade B — Utility	442.40	14.00	456.40
Grade C — Ambulance or Minibus.....	445.50	14.00	459.50
Grade D — Larger Vehicle under 5 tonnes	447.60	14.00	461.60
Grade E — Truck 5 tonnes and over	450.50	14.00	464.50

Gardener —			
Head Gardener (Qualified).....	481.60	14.00	495.60
Head Gardener (Otherwise).....	454.70	14.00	468.70
Gardener (Qualified).....	442.60	14.00	456.60
Gardener (Otherwise).....	430.60	14.00	444.60
Apprentices —			
Apprentice Cook —			
First year	264.80	60% of Cook B	273.20
Second year	364.20	82½% of Cook B	375.70
Third year.....	408.30	92½% of Cook B	421.20
Apprentice Gardener —			
First year	221.30	50% of Gardener (Qualified)	228.30
Second year	265.60	60% of Gardener (Qualified)	274.00
Third year.....	354.10	80% of Gardener (Qualified)	365.30
Fourth year.....	398.30	90% of Gardener (Qualified)	410.90

Table 2 — Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(i)	Broken shift allowance	5.38 per shift
2	5(ii)(a)	Overtime — Breakfast allowance	8.80 per meal
3	5(ii)(b)	Overtime — Luncheon allowance	11.40 per meal
4	5(ii)(c)	Overtime — Evening meal allowance	16.70 per meal
5	5(iii)(b)	Overtime — recall — use of own vehicle: Over 1600 cc Under 1600 cc	24.5 cents per km 20.6 cents per km
6	6(i)	Climatic and isolation allowance	3.50 per week

7	6(ii)	Climatic and isolation allowance	6.60 per week
8	5(iv)(a)	Driving Allowance — Where required to drive a vehicle Required to drive more than 10 hours in any week, minimum payment Required to drive more than 4 hours in any day or shift, minimum payment	3.40 per week 3.40 per week 3.40 per day or shift
9	5(v)(a)	Cleaning/Scraping work — Confined spaces	0.33 per hour
10	5(v)(b)	Cleaning/Scraping work — Boiler, flue, etc.	0.52 per hour
11	5(vii)	Linen Handling — of a nouseating nature	0.16 per hour
12	7(ii)	Leading Hand Allowance — in charge of 2 to 5 employees	14.30 per week
13	7(ii)	Leading Hand Allowance — in charge of 6 to 10 employees	20.40 per week
14	7(ii)	Leading Hand Allowance — in charge of 11 to 15 employees	25.70 per week
15	7(ii)	Leading Hand Allowance — in charge of 16 to 19 employees	31.40 per week
16	8(i)(c)	Uniform Allowance	1.80 per week
17	8(i)(c)	Cardigan and special shoes allowance	0.70 per week
18	8(i)(d)	Laundry Allowance — Uniform	1.00 per week
19	5(ix)	Sleepover Allowance	26.56 per night
20	5(x)	Apprentice — TAFE examination allowance	1.30 per week
21	Table 1	Clerk — Senior Allowance At 18 years but less than 21 years At 21 years and over	4.80 per week 10.60 per week
22	Table 1	Clerk — Next Senior Allowance At 18 years but less than 21 years At 21 years and over	1.10 per week 4.80 per week
23	Table 1	Money handling allowance — adult	8.50 per week
24	Table 1	Money handling allowance — junior	4.00 per week
25	Table 1	Laundry and Dry Cleaning Certificate Allowance	5.40 per week

6. This variation shall take effect on and from 3 December 1998.

G. I. MAIDMENT, J.

Printed by the authority of the Industrial Registrar.

(714)

SERIAL B7407

CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES (STATE) AWARD

STATE PERSONAL/CARER'S LEAVE CASE — 10 DECEMBER 1998

(No. IRC 2 of 1996)

VARIATION

1. Delete paragraph (a) of subclause (ii) of clause 19, Compassionate Leave, of the award published 16 September 1994 (281 I.G. 1011), as varied, and insert in lieu thereof the following:

(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 (ii) of paragraph (c) of subclause (1) of clause 18A, State Personal/Carer's Leave — August 1996, 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 (2), (3), (4), (5) and (6) of the said clause 18A. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

2. This variation shall take effect on and from 10 December 1998.

NOTE: This variation is made under section 14(4) of the *Industrial Relations Act 1991*, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Cahill J, Vice-President, Schmidt J and Buckley C) under section 14(3) of that Act on 10 December 1998.

G K ROBERTSON, Industrial Registrar.

Printed by the authority of the Industrial Registrar.

(1264)

SERIAL B7402

AGED CARE INDUSTRY BROKEN HILL AWARD

STATE PERSONAL/CARER'S LEAVE CASE — 10 DECEMBER 1998

(No. IRC 2 of 1996)

VARIATION

1. Delete clause 22, Compassionate Leave, of the award published 14 November 1997 (302 I.G. 191), as varied, and insert in lieu thereof the following:

22. Compassionate Leave

- (a) In general, compassionate leave with pay should be granted only in extraordinary or emergent circumstances where an employee is forced to absent himself/herself from duty because of urgent pressing necessity. Such leave as is granted should be limited to the time necessary to cover the immediate emergency.
- (b) Any absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee rather than the employer to make good, should be covered by the granting of leave without pay or, if the employee so desires, charged against his/her annual leave credit.
- (c) The following basic principles could be kept in mind when dealing with applications:
 - (i) Applications for special leave relating to illness in the family should be treated in accordance with the provisions of family leave within this award.
 - (ii) Applications for special leave for emergency situations, such as bushfires, floods, civil emergencies and the like should be considered on their merits and absences permitted utilising the three days compassionate leave component, annual or additional leave, or ADOs.
- (d) Bereavement Leave —
 - (i) An employee, other than a casual employee, after one month's continuous service with the employer, 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 paragraph (iii) of this subclause, provided that, bereavement leave may be allowed for up to three days for the purpose of making funeral arrangements and/or attending the funeral. Leave with pay would not ordinarily be granted for the death or attendance at a funeral for relatives not outlined in the said paragraph (iii), unless special circumstances exist, e.g., the employee resided with the deceased.
 - (ii) 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.
 - (iii) 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 (iii) of subclause (a) of clause 23, Personal/Carer's Leave (Family Leave), provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
 - (iv) 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.

4	5(iv)	Driving allowances — Where required to drive a vehicle	3.50 per week
	(a)	Required to drive more than 10 hours in any week — minimum payment	3.50
	(b)	Required to drive more than four hours in any day or shift — minimum payment	3.50 per shift
5	5(v)	Post mortem assistance allowance —	
	(a)	Weekly allowance	5.40 per week
	(b)	Where assisting in more than one post mortem per week	5.40 per post mortem
6	5(vi)	Dirty work, confined spaces allowance	0.30 per hour
7	5(vi)	Confined spaces allowance — inside boiler, flue, etc.	0.49 per hour
8	5(vii)	Handling linen of nauseous nature allowance (except in sealed linen bags)	0.16 per hour
9	5(viii)	Leading Hand allowance—	
		In charge of 2 to 5 employees	14.70 per week
		In charge of 6 to 10 employees	20.90 per week
		In charge of 11 to 15 employees	26.40 per week
		In charge of 16 to 19 employees	32.20 per week
10	6(iii)	Uniform allowance	1.70 per week
11	6(iv)	Laundering of uniform allowance	1.00 per week
12	Table 1	Stenographic allowance	4.10 per week
13	Table 1	Sterilising Certificate allowance	4.80 per week
14	Table 1	Boiler Attendant allowance	11.10 per week
15	Table 1	Fellowship of the Society of Hospital Pharmacists allowance	16.50 per week
16	Table 1	Fellowship of Australian Institute of Radiography allowance	18.10 per week
17	Table 1	Chief Radiographer service to another hospital allowance	26.40 per week
18	Table 1	Fellowship of Australian Institute of Medical Technology allowance	29.60 per week

3. This variation shall take effect from the first full pay period to commence on or after 13 September 1999.

J. McLEAY, Commissioner.

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(4179)

SERIAL B8572

**CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES
RATES OF PAY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Health and Research Employees' Association of New South Wales, industrial organisation of employees.

(No. IRC 4511 of 1999)

Before Commissioner McLeay

27 September 1999

VARIATION

1. Delete subclause (iii) of clause 4, Wages, of the award published 1 November 1996 (295 I.G. 631), as varied, and insert in lieu thereof the following:

(iii) The rates of pay in this award include the adjustments payable under the State Wage Cases of June 1998 and June 1999. These adjustments may be offset against:

(A) any equivalent overaward payments; and/or

(B) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete subclause (vi) of clause 12, Area, Incidence and Duration, and insert in lieu thereof the following:

(vi) For the purposes of this variation the salary and allowance increases granted through the State Wage Case decisions of June 1998 and June 1999 which took effect from the first pay period to commence on or after 3 December 1999, shall apply to all employees covered by this award, other than those employees employed by employer organisations who are members of the Aged Services Association of N.S.W. (Industrial) and the Catholic Commission for Employment Relations who are respondent to the Charitable Sector Aged and Disability Care Services (State) Award published 16 September 1994 (281 I.G. 1011), as varied.

3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Adult Basic Wage: \$121.40 per week

Table 1 — Rates of Pay

	Former Wage Rate per week \$	SWC June 99 \$	Total Wage Rate per week \$
Clerical Services —			
Clerk — Junior —			
At 16 years of age or under	231.40	2.6%	237.40

At 17 years of age	264.70	2.6%	271.60
At 18 years of age	305.40	2.6%	313.30
At 19 years of age	345.70	2.6%	354.70
At 20 years of age	382.20	2.6%	392.10

Clerk — Grade 1 —

At 21 years of age or first year of service	417.30	12.00	429.30
Second year of service	428.10	12.00	440.10
Third year of service	442.70	12.00	454.70
Fourth year of service	452.70	12.00	464.70
Fifth year of service and thereafter	462.70	12.00	474.70

Where the number of beds is less than 80, the Senior and Next Senior Clerk shall be paid, in addition to the age scale or Grade 1 rates to which otherwise they are entitled, a weekly allowance in the nature of salary on the following basis, provided they have completed 12 months' satisfactory service in an administrative staff position in an organisation. Such Senior allowance shall not apply where a Clerk is classified as Grade 2 or above, and the Next Senior allowance shall not apply where two or more Clerks are classified as Grade 2 or above.

Clerk Senior (Item 21 of Table 2 — Other Rates and Allowances) —

At 18 years but less than 21 years	4.80	2.6%	4.90
At 21 years and over	10.50	2.6%	10.90

Clerk Next Senior (Item 22 of Table 2) —

At 18 years but less than 21 years	1.10	2.6%	1.10
At 21 years and over	4.80	2.6%	4.90

Clerk Grade 2 —

First year of service	477.30	12.00	489.30
Second year of service and thereafter	492.30	12.00	504.30

Clerk Grade 3 —

First year of service	507.60	12.00	519.60
Second year of service and thereafter	522.90	10.00	532.90

Clerk Grade 4 —

First year of service	535.70	10.00	545.70
Second year of service and thereafter	547.50	10.00	557.50

Clerk Grade 5 —

First year of service	563.10	10.00	573.10
Second year of service and thereafter	573.60	10.00	583.60

Clerk Grade 6 —

First year of service	591.00	10.00	601.00
Second year of service and thereafter	604.50	10.00	614.50

Clerk Grade 7 —

First year of service	625.00	10.00	635.00
Second year of service and thereafter	640.90	10.00	650.90

Clerk Grade 8 —

First year of service	686.00	10.00	696.00
Second year of service and thereafter	706.40	10.00	716.40

Stenographers, Secretaries and Machine Operators —

General Scale —

First year of service or under 17 years of age	234.90	2.6%	241.00
Second year of service or age 17 years	271.90	2.6%	279.00
Third year of service or age 18 years	305.50	2.6%	313.40
Fourth year of service or age 19 years	345.70	2.6%	354.70
Fifth year of service or age 20 years	376.20	2.6%	386.00
Sixth year of service or age 21 years	428.10	12.00	440.10
Seventh year of service	436.50	12.00	448.50
Eighth year of service	446.40	12.00	458.40
Ninth year of service	480.40	12.00	492.40
Tenth year of service	488.00	12.00	500.00
Eleventh year of service	500.60	12.00	512.60
Twelfth year of service and thereafter	507.90	12.00	519.90

Grade 1 —

First year of service	535.70	10.00	545.70
Second year of service and thereafter	547.50	10.00	557.50

Grade 2 —

First year of service	563.00	10.00	573.00
Second year of service and thereafter	573.60	10.00	583.60

Grade 3 —

First year of service	591.00	10.00	601.00
Second year of service and thereafter	604.50	10.00	614.50

Typists and Communication Assistants —

General Scale —

First year of service or under 17 years of age	222.20	2.6%	228.00
Second year of service or age 17 years	258.90	2.6%	265.60
Third year of service or age 18 years	293.80	2.6%	301.40
Fourth year of service or age 19 years	334.60	2.6%	343.30
Fifth year of service or age 20 years	366.10	2.6%	375.60
Sixth year of service or age 21 years	418.40	12.00	430.40
Seventh year of service	428.70	12.00	440.70
Eighth year of service and thereafter	436.50	12.00	448.50

Senior Typists			
First year of service	450.40	12.00	462.40
Second year of service and thereafter	460.60	12.00	472.60
Clerical Assistants (to include Telephonist, Messenger, Receptionist, Office Assistant and Ward Hostess) —			
General Scale —			
First year of service or under 17 years of age	209.50	2.6%	214.90
Second year of service or age 17 years	246.80	2.6%	253.20
Third year of service or age 18 years	282.10	2.6%	289.40
Fourth year of service or age 19 years	323.50	2.6%	331.90
Fifth year of service or age 20 years	356.60	2.6%	365.90
Sixth year of service or age 21 years	408.50	12.00	420.50
Seventh year of service	419.10	12.00	431.10
Eighth year of service	429.20	12.00	441.20
Ninth year of service and thereafter	436.50	12.00	448.50
Class 1 —			
First year of service	450.40	12.00	462.40
Second year of service and thereafter	460.60	12.00	472.60
Class 2 —			
First year of service	478.20	12.00	490.20
Second year of service and thereafter	487.90	12.00	499.90
Class 3 —			
First year of service	497.40	12.00	509.40
Second year of service and thereafter	506.70	12.00	518.70
Class 4 —			
First year of service	516.70	10.00	526.70
Second year of service and thereafter	526.60	10.00	536.60

Special Allowances —

- (1) All adult employees classified within the general scale (or Grade 1 in the case of Clerks or Class 1 in the case of Clerical Assistants) who are required in the performance of their duties to handle and be responsible for monies and the issuing of receipts for same, shall be paid a weekly allowance in the nature of salary of the amount set out in Item 23 of Table 2 — Other Rates and Allowances, of this Part.
- (2) Junior employees 18 years of age and over in the same circumstances, shall be paid an allowance in the nature of salary of the amount set out in Item 24 of the said Table 2.

General and Personal Care Services —

Wardsman —			
First year of service	445.60	12.00	457.60
Second year of service and thereafter	448.70	12.00	460.70

Hostel Supervisor —			
Grade 1 — less than 50 beds	477.30	12.00	489.30
Grade 2 — 50 beds but less than 75 beds	492.40	12.00	504.40
Grade 3 — 75 beds but less than 100 beds	507.60	12.00	519.60
Grade 4 — 100 beds and over	522.40	10.00	532.40
Personal Care Assistant —			
Grade 1	423.00	12.00	435.00
Grade 2	434.10	12.00	446.10
Housekeeper —			
Under 100 beds	453.10	12.00	465.10
100 beds but less than 200 beds	456.10	12.00	468.10
200 beds but less than 300 beds	459.90	12.00	471.90
300 beds but less than 400 beds	464.00	12.00	476.00
400 beds but less than 500 beds	472.50	12.00	484.50
500 beds and over	480.60	12.00	492.60
Assistant Housekeeper —			
Under 100 beds	437.60	12.00	449.60
100 beds but less than 200 beds	442.80	12.00	454.80
200 beds but less than 300 beds	447.00	12.00	459.00
300 beds but less than 400 beds	450.90	12.00	462.90
400 beds but less than 500 beds	457.40	12.00	469.40
500 beds and over	465.40	12.00	477.40
General Service Officer —			
General Service Officer, Grade 1 —			
Junior (under 18 years)	354.80	2.6%	364.00
Adult (18 years and over)	423.00	12.00	435.00
General Service Officer, Grade 2 —	434.10	12.00	446.10
General Service Officer, Grade 3 —	442.50	12.00	454.50
General Service Officer, Grade 4 —			
First year of service	453.90	12.00	465.90
Second year of service	461.80	12.00	473.80
Third year of service and thereafter	471.30	12.00	483.30

If in possession of the Laundry and Dry Cleaning Certificate, an allowance in the nature of salary as set out in Item 25 of Table 2 shall be paid.

Recreational Activities Officer —

First year of service	461.80	12.00	473.80
Second year of service	471.30	12.00	483.30
Third year of service and thereafter	479.00	12.00	491.00

Diversional Therapist —

First year of experience	457.00	12.00	469.00
Second year of experience	481.30	12.00	493.30
Third year of experience	505.20	12.00	517.20
Fourth year of experience	529.20	10.00	539.20
Fifth year of experience and thereafter	552.20	10.00	562.20

Years of experience shall mean experience in the classification of Diversional Therapist as defined in clause 3, Definitions, of this award and/or the Aged Care General Services Rates of Pay (State) Award or any awards replacing these awards and will be recognised for level of entry and for incremental progression.

The anniversary date for the purposes of incremental progression for employees who have transferred from Recreational Activities Officer to Diversional Therapist, in accordance with the transfer scale in force as at 30 September 1993, shall be 30 September each year.

Catering Services —

Catering Officer —

Grade 5 — 80 beds but less than 120 beds	535.30	10.00	545.30
Grade 6 — 120 beds but less than 200 beds	550.90	10.00	560.90
Grade 7 — 200 beds but less than 300 beds	566.40	10.00	576.40
	596.20	10.00	606.20
Grade 8 — 300 beds but less than 500 beds	646.10	10.00	656.10
	696.00	10.00	706.00
Grade 9 — 500 beds but less than 1,000 beds			
Grade 11 — 1,000 beds and over			

Assistant Catering Officer —

Grade 2 — 80 beds but less than 120 beds	478.10	12.00	490.10
Grade 3 — 120 beds but less than 300 beds	511.40	10.00	521.40
Grade 6 — 300 beds but less than 500 beds	550.90	10.00	560.90
Grade 7 — 500 beds but less than 1,000 beds	566.40	10.00	576.40
Grade 8 — 1,000 beds and over	596.20	10.00	606.20

Trainee Catering Officer —

Junior —

At 16 years of age and under	255.00	2.6%	261.60
At 17 years of age	293.90	2.6%	301.50
At 18 years of age	334.10	2.6%	342.80
At 19 years of age	379.60	2.6%	389.50
At 20 years of age	417.30	2.6%	428.10

Adult —

First year of training	454.30	12.00	466.30
Second year of training	463.20	12.00	475.20
Third year of training	473.20	12.00	485.20

Chef —

Grade A (2000 meals or more per day)	492.70	12.00	504.70
Grade B (less than 2000 meals but 1000 or more meals per day)	483.10	12.00	495.10
Grade C (less than 1000 meals per day)	473.50	12.00	485.50

Cook —

Grade A	465.20	12.00	477.20
Grade B	455.40	12.00	467.40

Butcher	481.30	12.00	493.30
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Support Services —

Laundry Foreperson —

Grade A	474.70	12.00	486.70
Grade B	462.70	12.00	474.70
Grade C	451.40	12.00	463.40

If in possession of the Laundry and Dry Cleaning Certificate an allowance in the nature of salary as set out in Item 25 of Table 2 — Other Rates and Allowances, of this Part, shall be paid.

Maintenance Supervisor —

Maintenance Supervisor (Tradesman)	564.00	10.00	574.00
Maintenance Supervisor (Otherwise), in charge of staff	529.50	10.00	539.50
Maintenance Supervisor (Otherwise)	517.60	10.00	527.60

Motor Vehicle Drivers —

Grade A — Sedan	453.20	12.00	465.20
Grade B — Utility	456.40	12.00	468.40
Grade C — Ambulance or Minibus	459.50	12.00	471.50
Grade D — Larger Vehicle under 5 tonnes	461.60	12.00	473.60
Grade E — Truck 5 tonnes and over	464.50	12.00	476.50

Gardener —

Head Gardener (Qualified)	495.60	12.00	507.60
Head Gardener (Otherwise)	468.70	12.00	480.70
Gardener (Qualified)	456.60	12.00	468.60
Gardener (Otherwise)	444.60	12.00	456.60

Apprentices —

Apprentice Cook —

First year	273.20	60% of Cook B	280.40
Second year	375.70	82 ½ % of Cook B	385.60
Third year	421.20	92 ½ % of Cook B	432.30
Apprentice Gardener —			
First year	228.30	50% of Gardener (Qualified)	234.30
Second year	274.00	60% of Gardener (Qualified)	281.20
Third year	365.30	80% of Gardener (Qualified)	374.90
Fourth year	410.90	90% of Gardener (Qualified)	421.70

Table 2 — Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(i)	Broken shift allowance	5.52 per shift
2	5(ii)(a)	Overtime — Breakfast allowance	8.80 per meal
3	5(ii)(b)	Overtime — Luncheon allowance	11.40 per meal
4	5(ii)(c)	Overtime — Evening meal allowance	16.70 per meal
5	5(iii)(b)	Overtime — recall — use of own vehicle: Over 1600 cc Under 1600 cc	24.5 cents per km 20.6 cents per km
6	6(i)	Climatic and isolation allowance	3.60 per week
7	6(ii)	Climatic and isolation allowance	6.80 per week
8	5(iv)(a)	Driving Allowance — Where required to drive a vehicle Required to drive more than 10 hours in any week, minimum payment Required to drive more than 4 hours in any day or shift, minimum payment	3.50 per week 3.50 per week 3.50 per day or shift
9	5(v)(a)	Cleaning/Scraping work — Confined spaces	0.34 per hour
10	5(v)(b)	Cleaning/Scraping work — Boiler, flue, etc.	0.53 per hour
11	5(vii)	Linen Handling — of a nouseating nature	0.16 per hour
12	7(ii)	Leading Hand Allowance — in charge of 2 to 5 employees	14.70 per week
13	7(ii)	Leading Hand Allowance — in charge of 6 to 10	

		employees	20.90 per week
14	7(ii)	Leading Hand Allowance — in charge of 11 to 15 employees	26.40 per week
15	7(ii)	Leading Hand Allowance — in charge of 16 to 19 employees	32.20 per week
16	8(i)(c)	Uniform Allowance	1.80 per week
17	8(i)(c)	Cardigan and special shoes allowance	0.70 per week
18	8(i)(d)	Laundry Allowance — Uniform	1.00 per week
19	5(ix)	Sleepover Allowance	27.25 per night
20	5(x)	Apprentice — TAFE examination allowance	1.35 per week
21	Table 1	Clerk — Senior Allowance At 18 years but less than 21 years At 21 years and over	4.90 per week 10.90 per week
22	Table 1	Clerk — Next Senior Allowance At 18 years but less than 21 years At 21 years and over	1.15 per week 4.90 per week
23	Table 1	Money handling allowance — adult	8.70 per week
24	Table 1	Money handling allowance — junior	4.10 per week
25	Table 1	Lauundry and Dry Cleaning Certificate Allowance	5.50 per week

4. This variation shall take effect from the first pay period to commence on or after 3 December 1999.

J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.



INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

CORAM: McLEAY C

1 December 2003

Matter No IRC 6721 of 2003

Charitable Sector, Aged and Disability Care Services (State) Award 2003
Application by Health Services Union for a new award

DECISION

This is an application by the Health Services Union for a new award to be known as the Charitable Sector, Aged and Disability Care Services (State) Award 2003 pursuant to section 11 of the Industrial Relations Act 1996. The matter was listed for Consent Hearing on 1 December. Mr A Coquillon appeared on behalf of the union, Mr A Katic for Employers First, Mr A Burke for Australian Nursing Homes and Extended Care Association, Mr S Loehr, solicitor, for Australian Business Industrial and Ms C Thorpe for SIAG. The parties were of the view that the application complied with the requirements of the Act and the relevant principles.

Having heard from the parties and studied the documentation, the Commission makes the Charitable Sector, Aged and Disability Care Services (State) Award 2003 by consent of the parties in accordance with the application. The variation is to take effect from the first full pay period to commence on or after 3 December 2003 remaining in force for a period of 12 months. The award rescinds and replaces the Charitable Sector, Aged and Disability Care Services (State) Award (325 IG 996).

(0714)

SERIAL C2432

**CHARITABLE SECTOR, AGED AND DISABILITY CARE SERVICES
(STATE) AWARD 2003**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6721 of 2003)

Before Commissioner McLeay

1 December 2003

AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

1. Arrangement
2. Definitions
3. Anti-Discrimination
4. Employment Classifications
5. Wages
6. Remuneration Packaging
7. Hours
8. Roster of Hours
9. Meals
10. Overtime
11. Permanent Part-time Employee
12. Casual Employee
13. Temporary Employment
14. Climatic and Isolation Allowances
15. Penalty Rates and Shift Allowances
16. Live-in Housekeeper - Remuneration
17. Allowances for Special Working Conditions
18. Public Holidays
19. Annual Leave
20. Annual Leave Loading
21. Long Service Leave
22. Sick Leave
23. Personal/Carer's Leave
24. Compassionate Leave
25. Leave Without Pay
26. Payment and Particulars of Wages
27. Service Allowance
28. Leading Hands
29. Higher Duties
30. Uniforms and Protective Clothing
31. Sleepovers
32. Live-in
33. Grievance and Dispute Resolution Procedures
34. Attendance at Meetings
35. Labour Flexibility and Mixed Functions

- 36. Promotions and Appointments
- 37. Emergency Telephone Calls
- 38. Parental Leave
- 39. Repatriation Leave
- 40. Union Representative
- 41. Apprentices
- 42. Redundancy
- 43. Termination of Employment
- 44. Notice Board
- 45. Accommodation and Amenities
- 46. Inspection of Lockers
- 47. Consultative Arrangements
- 48. No Extra Claims Commitment
- 49. Training
- 50. Leave Reserved
- 51. Exemptions
- 52. Reasonable Hours
- 53. Area, Incidence and Duration

PART B

Table 1 - Monetary Rates

Table 2 - Other Rates and Allowances

Table 3 - Translation Table

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.

"Union" - means the Health Services Union.

"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 responsibilities as a carer.
- (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 skill and competence, appropriate training shall be facilitated.

- (i) Care Service Employees
 - (a) 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.

(b) 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: Supervise daily hygiene, e.g. assist 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> <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: 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>	<p>Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to: Sweeping; Hosing; Garbage collection and disposal; Keeping the outside of buildings clean and tidy; Mowing lawns and assisting the gardener in labouring.</p>

(c) 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: Assist and support residents with medication utilising medication compliance aids;</p>	<p>Assist a higher-grade worker in the planning, cooking and preparation of the full range of meals. Drive a sedan or utility.</p>	<p>Undertake basic repairs to buildings, equipment, Appliances and similar items Not calling for trades skills or Knowledge. Work with and undertake limited co-Ordination of the work of other maintenance workers. Where no tradesperson is employed, an employee at This level may be called upon to perform tasks falling within the scope of trades</p>

<p>Simple wound dressing; Implementation of continence programs as identified in the Care Plan; Attend to routine urinalysis, blood pressure, temperature and pulse checks; 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. 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 organisation. Assist in the development and implementation of resident care plans. 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>skills, provided the time involved in performing such work is paid at the rate of Care Service Employee - Grade 3, in accordance with clause 35, Labour Flexibility And Mixed Functions. Perform gardening duties. Provide advice on planning And plant maintenance. Attend to indoor plants, conduct recycling and re-potting schedules. Carry out physical inspections of property and premises and report.</p>
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(d) 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
Co-ordinate and direct the work of staff. Schedule work programs on a routine and regular basis. Develop and implement programs of activities for residents. Develop resident care plans.	Responsible for the planning, ordering and preparing of all Meals. Responsible for the provision of domestic services. Schedule work programs on a routine and regular basis. Co-ordinate and direct the Work of staff. Drive a minibus or larger vehicle.	Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades skills. Undertake the more complicated repairs to equipment and appliances calling for trades skills. Co-ordinate and direct the work of staff performing gardening duties. Schedule work programs on a routine and regular basis.

(e) 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
Overall responsibility for the provision of personal care to residents. Co-ordinate and direct the work of staff. Schedule work programs.	Co-ordinate and direct the work of staff involved with the preparation and delivery of food. Schedule work programs.	Co-ordinate and direct the work of staff performing gardening duties. Schedule gardening work programs. Where required, let routine service contracts associated with gardening.

(f) 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" - means 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 3 December 2002 shall 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

(a) 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, handywork (within the employee's 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, whichever 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 33, Grievance and Dispute 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 five 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 - Grade 2

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/toothpaste/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 - Grade 3

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.

(b) 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 paragraph (a) of subclause (ii) of this clause.
 - (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 Grades 2 and 3 as described in the said paragraph (a).
- (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 Services Union 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 weeks.

(iii) Clerical and 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 paragraphs (c) to (g) of this subclause.
- (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 which 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 organisation 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 organisation

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

5. Wages

Employees shall be paid not less than the rates for the appropriate classification set out in Table 1 - Monetary Rates of Part B 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 subclause (ii) of this clause 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 subclause (v) of this clause 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 clause 19, Annual Leave, clause 22, Sick Leave, clause 21, Long Service Leave, clause 23, Personal/Carer's Leave, clause 18, Public Holidays, clause 33, Grievance and Dispute Resolution Procedures, and clause 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 subclause (ii) of this clause. 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 subclause (i) of this clause 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 Union, 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 consecutive days of duty, be entitled to two consecutive days off, provided that:
 - (1) Such days may accumulate to a limit of six 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 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 seven consecutive days in any eight-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 paragraph (a) of subclause (ii) of this clause 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 eight-hour shift worked and 0.5 of one hour for each ten-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 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 19-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 ten-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 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 subclause 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 ten 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 - Other Rates and Allowances, of Part B of this award, 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 Union.
 - (g) Where the employer seeks the approval of the Union to work broken shifts in excess of four weeks, it must be in writing, which the Union will accept or decline within 14 days. The Union 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 Union as prescribed by paragraph (g) of this subclause.

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 paragraph (b) of this subclause.
 - (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) Subclause (i) of this clause 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 organisation 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 Homecare Client cancels for reasons other than those outlined in paragraph (b) of this subclause, 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 Homecare 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 subparagraph (4) of this paragraph, refer to the dispute procedure.
 - (6) Notwithstanding the provisions in subparagraphs (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, 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 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 subclause (i) of this clause, an employee required to work shifts in excess of ten hours shall be entitled to a 60-minute meal break. Such time shall be taken as either two 30-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 - Other Rates and Allowances, of Part B of this award, for breakfast;
 - (b) an amount set out in Item 3 of the said Table 2 for luncheon;
 - (c) an amount set out in Item 4 of the said Table 2 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, shall be paid time and one half ordinary pay up to two 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 subclause (ii) of this clause 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 - Other Rates and Allowances, of Part B of this award.
 - (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 the said Table 2.
 - (d) Employees will not be required to be on call in excess of ten days in any 28-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, 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, e.g. worker's compensation, sick leave, annual leave, etc.
- (iii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of 1/38th of the appropriate rate prescribed by Table 1 - Monetary Rates, of Part B 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 homecare services shall:
 - (a) Have a minimum specified number of hours of ten per week or 20 per fortnight.
 - (b) Have a minimum payment per engagement of one hour.
 - (c) Notwithstanding the provisions in paragraph (a) of this subclause, 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 Employee

- (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 1/38th of the appropriate rate prescribed by Table 1 - Monetary Rates of Part B of this award, plus 10% 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 hour) and 1/38th 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 1/12th 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 subclause (ii) of this clause, persons employed in organisations 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 - Other Rates and Allowances, of Part B of this award, 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 organisations 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 the said Table 2 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 38 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 38 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 paragraphs (a) to (d) of this subclause.

- (ii) Notwithstanding subclause (i) of this clause, employees working less than the hours prescribed for a full-time employee within clause 7, Hours, shall only be entitled to the additional rates where their shifts commence prior to 6:00 a.m. or finish subsequent to 7:00 p.m.
- (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 subclauses (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:

$$\text{Total Weekly Rate} = \text{Weekly Rates} + \text{All-incidents Loading for a Homecare Employee - Grade 1}$$

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:

$$\text{Total Weekly Rate} = \text{Weekly Rates} + \text{All-incidents Loading for a Homecare Employee - Grade 2}$$

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:

$$\text{Total Weekly Rate} = \text{Weekly Rates} + \text{All-incidents Loading for a Homecare Employee - Grade 3}$$

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:

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

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 paragraph a day shall be defined as a period of 24 consecutive hours.

The minimum payment for work done under this paragraph 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:

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

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

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

Work performed under this paragraph 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 - Other Rates and Allowances, of Part B of this award, 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 the said Table 2 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 the said Table 2 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 the said Table 2 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 subclause 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 subclauses (v) and (vi) of this clause 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 the said Table 2.

(x) An employee who works less than 38 hours per week shall be entitled to this allowance identified in subclause (ix) of this clause in the same proportion as the average hours worked each week bears to 38 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 subclause (ii) of this clause, 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 subclauses (iv) and (v) of this clause 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	1 day	0.2 weeks
11 - 17 shifts	2 days	0.4 weeks
18 - 24 shifts	3 days	0.6 weeks
25 - 31 shifts	4 days	0.8 weeks
32 or more shifts	5 days	1 week.

Provided that an employee entitled to additional annual leave by virtue of this subclause 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 week's leave for every 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 subclause (ii) of this clause, together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with subclause (i) of this clause.
- (iv) Employees entitled to allocated days off duty in accordance with subclause (vi) of clause 7, Hours, 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 subclause (ii) of this clause and subclauses (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 subclause (ii) of this clause, whichever is the greater.
- (ii) A Shift Worker, as defined in clause 2, Definitions, 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 paragraph (a) of subclause (ii) of clause 19, Annual Leave.
- (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 rata 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 ten-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 subclause (i) of this clause:
 - (a) service shall mean continuous service with any one employer/organisation;

- (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 there from) 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 subclause (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 paragraph (b) of subclause (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 subclause, 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 subclause 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 40 hours up until 30 April 1985 and bears to 38 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 three 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 three 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 months of continuous service.
 - (b) Upon completion of four 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 76 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 three hours prior to the commencement of his/her rostered shift but in any case no later than one 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 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 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 worker's 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 worker's 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 subclause 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/organisation.
- (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 subparagraph (2) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, 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 subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause 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 stepchild, 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 subclause:
 - 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 paragraphs (a)-(d) of this subclause, 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 day of such leave to attend training facilitated by the Union 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 Union as to the time and nature of the training;
 - (3) access to this one 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 subparagraph (1) of this paragraph.
- (ii) Unpaid Leave for Carer's 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 subparagraph (2) of paragraph (c) of subclause (i) of this clause, 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 paragraph (a) of this subclause, 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 subclause (vi) of clause 10, Overtime.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, 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 paragraph (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 subclause 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, bushfires 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 pay day 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 Union 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 pay day. 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 pay day each employee shall be provided with a payslip, 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 subclause 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 ten years' continuous service with the same organisation, be paid by the said organisation in addition to the rates prescribed in Table 1 - Monetary Rates, of Part B 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 organisation 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 organisation 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 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 No. of Table 2 - Other Rates and Allowances
in charge of 2 to 5 other employees	Item 14
in charge of 6 to 10 other employees	Item 15
in charge of 11 to 15 other employees	Item 16
in charge of 16 to 19 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 38 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 38 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 paragraph (c) of this subclause, 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 organisation 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 organisation 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 - Other Rates and Allowances, of Part B of this award, 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 the said Table 2, 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 the said Table 2, per week.
 - (f) If the uniform of the employee is not laundered at the expense of the organisation, an allowance of the amount set out in Item 21 of the said Table 2, per week shall be paid to the employee.
 - (g) An employee who works less than 38 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 38 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 paragraph (a) of this subclause shall be replaced by the employer on the basis of fair wear and tear;
 - (c) The attire supplied in the said paragraph (a) 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 eight hours nor more than ten 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 - Other Rates and Allowances, of Part B of this award, 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 paragraph (d) of this subclause.
 - (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 11 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 paragraph (j) of this subclause 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 sleep over during any part of their rostered days off and/or allocated days off provided for in subclauses (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 subclause, 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 organisation of employers and the employee(s) may be represented by an industrial organisation of employees.
- (vi) The industrial organisation 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 subclauses (i) and/or (ii) of this clause 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 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 12 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 1987*.

(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 recreation leave, 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 12 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-servicewomen may be granted special leave in one or more periods up to a maximum of 6½ working days in any period of 12 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. Union Representative

An employee appointed Union representative shall, upon notification thereof in writing to the organisation, within 14 days of such appointment, or as soon as practicable thereafter, be recognised as the accredited representative of the Union 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 organisation as cooks or gardeners.
- (ii) Apprenticeship means an apprenticeship established under Division 2 of Part 3 of the *Industrial Arbitration (Industrial and Commercial Training) Amendment 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 - Other Rates and Allowances, of Part B of this award, per week in addition to the rates prescribed in the ensuing twelve months, plus an additional allowance of the amount in the said Item 23, 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, organisation, 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 Union.
 - (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 subclause (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 subclause (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 subclause (a) of this clause and, in any case, prior to the beginning of the period of notice required by subclause (iv) 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 the said subclause (iv), 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, organisation or structure -

This paragraph 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, organisation or structure in accordance with subparagraph (1) of paragraph (a) of subclause (ii) of this clause. These provisions shall be at least the minimum periods of notice as provided in clause 43, Termination of Employment.

- (b) Notice for technological change -

This paragraph sets out the notice provisions to be applied to terminations or proposed terminations by the employer for reasons arising from technology in accordance with the said subparagraph (1).

- (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 subparagraph (1) of this paragraph 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 paragraph 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 paragraph (a) of subclause (ii) of this clause, 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. However, the employer will 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 subclause (vi) of this clause, where the employment of an employee is to be terminated for reasons set out in subclause (ii) of this clause, 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 subclauses (i) and (ii) of clause 15, Penalty Rates and Shift Allowances;
- (2) weekend penalties as prescribed in subclause (iii) of the said clause 15;
- (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 - Other Rates and Allowances, of Part B 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 subclause (v) of this clause.

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 subclause (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 subclause (v) of this clause 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 paragraphs (b) and (c) of this subclause, employees shall give the employer one week's 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 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

- (a) 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 Union representatives shall be permitted to post Union 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) Subclauses (i) and (ii) of this clause 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 that the Union undertakes not to pursue any extra claims, award or over-award, except when consistent with the State Wage Case principles.

49. Training

- (i) Employees will be given ongoing 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 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 subclause (c) of this clause 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 - Other Rates and Allowances, of 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 subclause (ix) of clause 7, Hours, subclause (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. Exemptions

This award shall not apply to:

- (i) Novices, aspirants or persons who have taken the vows of religious orders.
- (ii) Employees of the Spastic Centre of New South Wales to whom the terms of The Spastic Centre of New South Wales Enterprise (State) Award published 7 November 2003 (341 I.G. 945), and any variations thereto or replacements thereof, apply.

- (iii) Employees of Stewart House of South Curl Curl, to whom the terms of the Registered Industrial Agreement No. 6299, and any variations thereto or replacements thereof, apply.
- (iv) Employees of Carrington Centennial Hospital for Convalescents at the Carrington Retirement Village of Camden, to whom the terms of the Registered Industrial Agreement No. 8634, and any variations thereto or replacements thereof, apply.
- (v) Employees of the Richmond Fellowship of New South Wales to whom the terms of The Richmond Fellowship of New South Wales (State) Award 1999 published 14 April 2000 (314 I.G. 1055) apply.
- (vi) Employees of the Royal Institute for Deaf and Blind Children, North Rocks whilst ever the terms of The Royal New South Wales Institute for Deaf and Blind Children Employees' (State) Award published 19 January 2001 (321 I.G. 716) apply to them.
- (vii) Employees of the Northcott Society whilst ever they are applying to their employees the terms of The Northcott Society (State) Award published 8 September 2000 (318 I.G. 490).
- (viii) Employees of the following nursing homes whilst ever these nursing homes are applying to their employees the terms of the Aged Care General Services (State) Award published 10 November 2000 (320 I.G. 1), or any award replacing that award:

Austral House Nursing Home, 4 Austral Avenue, North Manly

Bushlands Place Nursing Home, Bushlands Drive, Taree

Cardinal Freeman Nursing Home, Clissold Street, Ashfield

Castellorizian Nursing Home, 95 Todman Avenue, Kensington

Castle Hill Nursing Home, 454 Old Northern Road, Dural

Coffs Harbour Legacy Nursing Home, 55 Victoria Street, Coffs Harbour

Courtlands Nursing Home, Walden Road, Parramatta

Edinglassie Nursing Home, Emerald Street, Emu Plains

Ex-Servicemen's Memorial Nursing Home, The Ridgeway, Bolton Point

Fairview Nursing Home, Victoria Terrace, Moree

Garden Suburbs Nursing Home, 7 Myall Road, Garden Suburbs

I.O.O.F. Nursing Home, 7 Saunders Street, North Parramatta

Jacaranda Nursing Home, 12-14 English Street, Cronulla

James Milson Nursing Home, 55 High Street, North Sydney

John and Helen Robinson Nursing Home, Belinda Street, Gerringong

Leisure World Nursing Home, 93 Baumans Road, Peakhurst

Loreto Home for the Aged Nursing Home, 367 Bronte Road, Waverley

Lourdes Village Nursing Home, 95 Stanhope Road, Killara

Lynvale Nursing Home, 55 Stokes Street, Lane Cove

Mary Potter Nursing Home, Lewisham Avenue, Wagga Wagga

Mayflower Nursing Home, 2 Helen Street, Westmead

McCall Garden Colony Nursing Home, 10-32 Terrey Road, Box Hill

Narla Village Nursing Home, 21 Lentara Road, Belmont North

Ocean View Nursing Home, 2 Jenkin Street, Mona Vale

Peakhurst Nursing Home, 18 Henry Lawson Drive, Peakhurst

Pioneer House Nursing Home, 44 Court Street, Mudgee

Sir William Hudson Memorial Nursing Home, Buchan Parade, Cooma

St. Luke's Nursing Home, 73 Roslyn Gardens, Elizabeth Bay

Wesley Heights Nursing Home, 47 Birkley Road, Manly

Wesley Lodge Nursing Home, 55 Bull Street, Mayfield

Whitehall Nursing Home, 75B Maroo Avenue, Revesby

Woodfield Nursing Home, 16 Stanton Road, Haberfield

Woodstock Nursing Home, 88 Redmyre Road, Strathfield.

- (ix) Members of the Aged Services Association and/or the Catholic Commission for Employment Relations shall be covered by the Charitable, Aged and Disability Care Services (State) Award published 21 June 2002 (334 I.G. 601).

52. Reasonable Hours

- (i) Subject to subclause (ii) of this clause, an employer may require an employee to work reasonable overtime at overtime rates.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of subclause (ii) of this clause, what is reasonable or otherwise will be determined having regard to:
 - (a) Any risk to employee health and safety.
 - (b) The employee's personal circumstances, including any family and carer responsibilities.
 - (c) The needs of the workplace or enterprise.
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) Any other relevant matter.

53. Area, Incidence and Duration

- (i) This award rescinds and replaces the Charitable Sector Aged and Disability Care Services (State) Award published 6 July 2001 (325 I.G. 996), and all variations thereof.

- (ii) This award shall apply to all persons employed by or in 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 who come within the constitution rule of the Health Services Union.
- (iii) This award shall apply to all persons employed by or in or in connection with voluntary, religious, charitable and non-profit making private nursing homes and hostels for the disabled in the private disability services industry and who come within the constitution rule of the Health Services Union.
- (iv) This award shall also apply to all persons employed by or in 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 organisations in the private disability services industry and who come within the constitution rule of the Health Services Union.
- (v) Provided that, with respect to the Grand United Centenary Nursing Home, employees employed prior to 15 July 1996 shall continue to be entitled to receive any benefit or benefits contained in the Aged Care General Services (State) Award published 10 November 2000 (320 I.G. 1), as varied, which are greater than the benefit or benefits contained in this award.
- (vi) Provided further that, with respect to the following nursing homes, however named:

Clarence Nursing Home, Grafton

Frank Whiddon Masonic Nursing Home, Glenfield

The Cedars Nursing Home, Casino

Wingham Court Nursing Home, Wingham

Narraburra Lodge Nursing Home, Temora (previously known as Greenstone Lodge Nursing Home, Temora)

employees employed prior to 4 September 1998 shall continue to be entitled to receive any benefit or benefits contained in the Aged Care General Services (State) Award published 10 November 2000 (320 I.G. 1), as varied, which are greater than the benefit or benefits contained in this award.

- (vii) Provided further that, with respect to the following hostels for the aged, however named:

A H Livingston House, Grafton

Arthur Webb Court Hostel, Glenfield

BirrunGAN Lodge Hostel

Easton Park Hostel Units, Glenfield

Easton Park New Hostel Units, Glenfield

Greenstone Lodge, Temora

Ilumba Gardens, Kelso

Kyogle Court, Kyogle

Lake Macquarie Retirement Village Hostel, Belmont

Laurieton Haven Hostel, Laurieton

Lower Clarence Retirement Village Hostel, Maclean

Maas House, Glenfield
Masonic Towers, Hornsby
Namoi Valley Aged Care Hostel
Primrose Court
Redhead Gardens Hostel
The Noel Warren Masonic Village
Wingham Court, Wingham

employees employed prior to 4 September 1998 shall be entitled to receive any benefit or benefits contained in the Aged Care General Services (State) Award published 10 November 2000 (320 I.G. 1) as varied, which are greater than the benefit or benefits contained in this award.

(viii) Provided further that, with respect to the following retirement villages, however named:

Easton Park Retirement Village, Glenfield
Frank Whiddon Masonic Homes, Glenfield
Ilumba Gardens Retirement Village, Kelso
Lake Macquarie Retirement Village
Laurieton Haven Home for the Frail Aged
Lower Clarence Retirement Village
Maitland Retirement Village
Namoi Valley Aged Care Complex
Redhead Gardens Retirement Village

employees employed prior to 4 September 1998 shall be entitled to receive any benefit or benefits contained in the Aged Care General Services (State) Award published 10 November 2000 (320 I.G. 1), as varied, which are greater than the benefit or benefits contained in this award.

(ix) This award shall also apply to all persons employed in the following centres:

Ashton House, Maroubra Junction
Ferguson Lodge, Lidcombe
Foundation for Disabled, Llandilo
Greystanes Children's Home, Leura
Handicapped Children's Centre, Kirrawee
Illawarra Society for Crippled Children
Inala, Pennant Hills
Kurinda Residential Services, Seven Hills

- Lonsdale House Hostel
- Lorna Hodgkinson Sunshine Home, Gore Hill
- Mannix Children's Centre, Liverpool
- Multiple Sclerosis Society of NSW, Lidcombe
- Newcastle and District Association for Crippled Children
- Royal Far West Children's Health Service & Services for the Aged
- Sunnyfield Association, Allambie Heights;
- Whitehall Children's Home. Revesby

- (x) 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 Services Union who are employed as residential care workers, and persons primarily engaged in supervising the work performed by disabled persons, or in domestic duties in sheltered workshops for the disabled.
- (xi) Provided that this shall also not apply to persons who are employed in providing homecare 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 Homecare Industry (State) Award published 4 August 2000 (317 I.G. 618), as varied, apply.
- (xii) The variation, made on 18 February 1997, deleting the Grand United War Memorial Nursing Home from the list in subclause (viii) of clause 41, Exemptions, and adding the proviso to subclause (iii) of clause 42, Area, Incidence and Duration, shall take effect on and from 22 January 1997.
- (xiii) The variation applying to the nursing homes, hostels and retirement villages run by Frank Whiddon Masonic Homes shall take effect on and from 4 September 1998.
- (xiv) This award shall take effect on and from the beginning of the first pay period to commence on or after 3 December 2003 and it shall have a nominal term of 12 months.

PART B

The rates contained herein shall be deemed to apply from the first full pay period to commence on or from the date shown.

Table 1 - Monetary Rates

Classification	Rate from 3.12.2003 \$/week
Care Service Employees - New Entrant Grade 1 Junior	437.10
Grade 1	511.70
Grade 2	525.70
Grade 3	558.70
Grade 4	588.00
Grade 5	
From	626.90
To	1,034.90

Notes -	
Employees classified and paid as Recreational Activities Officers as at 10 November 1998 shall be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise shall be paid at Grade 3 from the effective date of this award and shall 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.	
Salary Band - Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.	
Maintenance Supervisors -	
Maintenance Supervisor (Otherwise)	608.70
Maintenance Supervisor (Otherwise) - in charge of staff	622.70
Maintenance Supervisor (Tradesperson)	663.30
Catering Officer -	
Trainee Catering Officer	
1st year	534.30
2nd year	544.70
3rd year	556.50
Assistant Catering Officer	
80-100 beds	562.20
120-300 beds	601.30
300-500 beds	647.80
500-1000 beds	666.20
Catering Officer	
80-120 beds	629.50
120-200 beds	647.80
200-300 beds	666.20
300-500 beds	701.20
500-1000 beds	759.90
Diversional Therapist -	
1st year of experience	537.40
2nd year of experience	566.00
3rd year of experience	594.20
4th year of experience	622.40
5th year of experience and thereafter	649.50
Apprentices -	
Apprentice Cook	
1st year	335.20
2nd year	460.90
3rd year	516.80
Apprentice Gardener	
1st year	279.40
2nd year	335.20
3rd year	447.00
4th year	502.80
Homecare Employees -	
Homecare Employee	
Grade 1	515.00
Grade 2	542.10
Grade 3	582.20
Live-in Housekeeper	
Grade 1	669.60
Grade 2	759.10
Grade 3	903.80

Clerical & Administrative Employees - Juniors	
At 16 years of age and under	279.00
At 17 years of age	316.40
At 18 years of age	362.90
At 19 years of age	408.80
At 20 years of age	450.60
Adults	
Grade 1	555.30
Grade 2	590.50
Grade 3	627.30
Grade 4	656.90
Grade 5	688.20
Notes -	
Any employee paid on a classification/grade carrying a higher wage rate as at 3 December 2003 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.	
Clerks who are paid at a grade above that of Grade 5 as at 3 December 2003 shall have the difference between that grade and the new agreed grade preserved whilst employed in a clerical position with their current employer.	

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description		Amount from 3/12/03 \$
1	7(xi)(c)	Broken Shift	Per shift	6.52
2	9(iii)(a)	Overtime - Breakfast	Per meal	10.19
3	9(iii)(b)	Overtime - Luncheon	Per meal	13.17
4	9(iii)(c)	Overtime - Evening Meal	Per meal	19.30
5	10(iii)(b), 49(iv)(e)	Overtime - recall use of own vehicle	Per km	0.28
6	10(iii)(c)	On Call Allowance	Per day (24 hrs)	10.53
7	14(i)	Climatic & Isolation Allowance	Pro rata	4.23
8	14(ii)	Climatic & Isolation Allowance	Pro rata	7.98
9	17(i)(a)	Cleaning/Scraping Work - confined space	Per hour	0.40
10	17(i)(b)	Cleaning/Scraping Work - boiler/flue	Per hour	0.64
11	17(iii)	Linen Handling - nauseous nature	Per hour	0.18
12	17(v)	Use of Own Vehicle **	Per km	0.536
13	17(ix)	Laundry and Dry Cleaning Certificate Allowance	Pro rata	7.02
14	28(ii)	Leading Hand Allowance - in charge 2-5 employees	Pro rata	17.28
15	28(ii)	Leading Hand Allowance - in charge 6-10 employees	Pro rata	24.69
16	28(ii)	Leading Hand Allowance - in charge 11-15 Employees	Pro rata	31.18
17	28(ii)	Leading Hand Allowance - in charge 16-19 Employees	Pro rata	38.10
18	30(i)(c)	Uniform Allowance	Pro rata	5.21
19	30(i)(d)	Special Type Shoes Allowance	Pro rata	1.62
20	30(i)(e)	Cardigan or Jumper Allowance	Pro rata	1.56
21	30(i)(f)	Laundry Allowance - Uniform	Pro rata	4.34
22	31(ii)(d)	Sleepover Allowance	Per shift	32.20
23	41(vi)	Apprentice - TAFE Examination Allowance	Per week	1.51

Table 3 - Translation

Care Service Employee	Previous Classification
Grade 1	GSO Grade 1 GSO Grade 2 PCA Grade 1
Grade 2	PCA Grade 2 GSO Grade 3 Assistant Cook Recreational Activities Officer Gardener (Otherwise) Wardsman Handyperson Motor Vehicle Drivers (A and B)
Grade 3	GSO Grade 4 Cook Grade A Cook Grade B Housekeeper Gardener (Qualified) Head Gardener(Otherwise) Laundry Foreperson Recreational Activities Officer (in Charge) Motor Vehicle Driver (C to E)
Grade 4	Chef Grade A, B and C Head Gardener (Qualified) Hostel Supervisor Grade 1 and 2
Grade 5	Hostel Supervisor Grade 3 and 4

J. McLEAY, Commissioner.

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(714)

SERIAL C3632

**CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES
(STATE) AWARD 2003**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employers.

(No. IRC 1162 of 2005)

Before The Honourable Justice Boland

18 March 2005

VARIATION

1. Delete from subclause (ix) of clause 53, Area, Incidence and Duration, of the award published 7 May 2004 (344 I.G. 331) the following:

Inala, Pennant Hills

2. This variation will take effect on and from 18 March 2005 and shall remain in force for a period of 12 months.

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

(714)

SERIAL C4461

CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES (STATE) AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 515 of 2006)

Before The Honourable Justice Wright, President

13 February 2006

VARIATION

1. Delete clause 12, Casual Employee, of the Charitable Sector, Aged and Disability Care Services (State) Award published 7 May 2004 (344 IG 331) and all variations thereof, and insert in lieu thereof the following:

12. Casual Employee

- (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.

(viii) Personal Carers Entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in Clauses 23(i)(b) and 23(i)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Clause 23(i)(c)(2) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

(ix) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in Clause 24(ii)(a)(2) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Clause 23(i)(c)(2).
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

2. Delete clause 23, Personal/Carer's Leave, and insert in lieu thereof the following:

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 or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
 - (1) 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, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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 two (2) days of such leave to attend training facilitated by the Union 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 Union as to the time and nature of the training;
 - (3) access to this two (2) days 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.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 33 should be followed.

(ii) Unpaid Leave for carer's 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 or who require care due to an unexpected emergency.

(iii) Annual Leave

- (a) An employee may elect with the consent of the employer, to take annual leave not exceeding ten 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 this award.
- (c) An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

(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.
3. Delete clause 24, Compassionate Leave, and insert in lieu thereof the following:

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.

4. Delete clause 38, Parental Leave, and insert in lieu thereof the following:

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.
- (iii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Industrial Relations Act 1996 (NSW)) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(iv) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under Clauses 38(iv)(a)(2) and 38(iv)(a)(3) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under Clause 38(iv)(a)(3) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(v) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return or other contact details which might affect the employer's capacity to comply with Clause 38(v)(a).
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).
5. These variations shall take effect on and from 19 December 2005.

F. L. WRIGHT J, *President*

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(714)

SERIAL C4490

**CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES
(STATE) AWARD 2003**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1172 of 2006)

Before The Honourable Justice Boland

10 March 2006

VARIATION

1. Insert in clause 1, Arrangement, of the award published 7 May 2004 (344L.G. 331), the following new clause number and subject matter and renumber the existing clause 53, Area, Incidence and Duration, to read as clause 54.

- 53. Secure Employment
- 54. Area, Incidence and Duration

2. Insert after clause 52, Reasonable Hours, the following new clause:

53. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
 - (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
 - (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
 - (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 10th March 2006.

R. P. BOLANDJ

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[INDUSTRIAL RELATIONS COMMISSION OF VICTORIA IN FULL SESSION]

Re Health and Allied Services Board

GARLICK, MARSH DPP, McINTYRE C

26 July 1990

WAGE FIXATION — Second structural efficiency adjustment — Broadbanding proposal — Commission unable to approve proposal in absence of full information — Need for further submissions — Private sector flexibility and training clauses — Identification of career streams — Delegated to single Commissioner — Proceedings adjourned.

THE COMMISSION. This decision concerns a second structural efficiency adjustment and other matters arising out of the State Wage decision of 25 August 1989 (D89/0860) affecting the award of the Health and Allied Services Board (the award): until recently that Board was known as the Hospital and Benevolent Homes Board.

The First Structural Efficiency Decision

The first structural efficiency adjustment made to the award was the subject of Decision D89/1610 given on 22 December 1989. In that decision the Commission noted the lack of substantial achievements "on the board" and said:

"To justify a first structural efficiency adjustment the Commission will have to arbitrate some measure or measures which will enable an immediate benefit in productivity and efficiency. We propose to do this by introducing an award modernisation clause similar to that in the Commercial Clerks Award. This will have more prospect of immediate improvements in productivity and efficiency at enterprise level than would have been the preference of the HEFA and will enable more involvement by the HEFA than would have been the preference of the private employers.

The HEFA expressed concern about individual institutions going off, and doing their own thing: this is exactly one of the purposes of the current principles of wage fixation. On the one hand the development of satisfactory career paths may necessarily involve a breadth of approach which goes beyond enterprise level where enterprises are small, on the other hand flexible and efficient work arrangements may well vary from one enterprise to another.

Mr Olthof also expressed concern about enterprise level agreements if they would mean individual public hospitals negotiating work arrangements which might cost the public purse much more: that is not the intention. While negative cost-cutting exercises are not intended, the aim is to improve efficiency and productivity; otherwise the agreements will not be approved by the Commission."

The Commission went on to state a requirement for more attention to be given at association and industry level to the development of a satisfactory

career structure, to state that in accordance with the National Wage and State Wage Principles the Commission's role is to encourage the establishment of skill-related career paths which provide an incentive for workers to continue to participate in skill formation, and to state that classification definitions must not inhibit the performance of a wide range of functions.

The Commission stated a preparedness to endorse the agreement embodied in Exhibit HEF5 of those proceedings, subject to

- (1) the inclusion of an award modernisation clause similar to that in the Commercial Clerks Award;
- (2) the target completion date for broad-banding being 1 February 1990.

The Commission also said that the award would be varied to (inter alia) increase rates of pay by the first structural efficiency adjustment after the Hospital Employees Federation of Australia (the HEFA) expressed certain commitments. The commitments were given and the award was varied.

It is now history that the target completion date for broad-banding was not met.

We shall comment below on the award modernisation (enterprise agreements) provision and on commitments.

Conferences

After the first structural efficiency decision the parties continued negotiations and appeared in conferences before Deputy President Marsh.

On 27 February 1990 Marsh DP reported to this Full Bench that a broad-banding proposal had been developed which the HEFA, the Health Department of Victoria (the HDV), the Private Hospitals Association of Victoria (the PHAV) and the Australian Chamber of Manufactures (the ACM) were prepared to put to the Commission as an award variation. At that stage the Victorian Employers Federation (the VEF) were meeting with the HEFA to discuss the issue of broad-banding.

In conferences before Marsh DP the HDV had proposed an amendment to the award modernisation clause, with respect to the public sector, to refer to it as an award modernisation (agency agreements) clause and to give the HDV a specific role.

Full Bench Proceedings concerning Second Structural Efficiency Adjustment and On-Going Structural Efficiency Matters (Case 89/4099)

The Full Bench reconvened on 16 February 1990, and at a hearing on 6 March 1990 the HEFA said that in principle agreement had been reached between the majority of the parties on a broad-banding exercise to rationalise the classification structure.

On 21 March 1990 the HEFA tendered an application to vary the award. In these long-running and complex proceedings it is appropriate to remind the parties that the HEFA submission in support of that application is recorded at 457 to 466 of transcript. The HDV, the ACM and the PHAV answered by giving their views as to the merits of the HEFA application and proposals of their own, but the VEF raised a challenge to jurisdiction, arguing that the award could not cover some of the relevant employees, in particular clerks and transport workers such as couriers.

The VEF had raised its query as to jurisdiction in discussions before this

time, but had not raised the challenge to jurisdiction before this Bench prior to this occasion.

The Commission indicated that the State Wage Decision of August 1989 (D89/0860) had envisaged that in some structural efficiency exercises there may be problems concerning jurisdiction of Boards and had mentioned an appropriate procedure to face up to such problems, eg: an application to vary or extend the jurisdiction of a Board or Boards.

At the conclusion of that day's proceedings the Commission adjourned to 9 April 1990 to hear full argument as to alleged partial lack of jurisdiction. However, before that date, the VEF lodged a request for a declaration of the true intent and effect of the award and the HEFA lodged an application to vary the name and jurisdiction of the Board.

The Declaration of True Intent and Effect of the Award (Case 90/1673)

The VEF request for the declaration was made pursuant to s 21 of the *Industrial Relations Act 1979* (the Act) and was heard by the Commission in Court Session constituted by Garlick DP on 3 and 10 May 1990.

The decision (D90/1091) was given on 26 June 1990 and the VEF case succeeded in part. It was declared (inter alia) that various clerks, drivers and clothing trades employees were excluded from coverage of the award.

The Application to Vary the Name and Jurisdiction of Board (Case 90/1466)

The HEFA application was heard by the Commission in Full Session as presently constituted on 22 and 23 May 1990.

The Decision (D90/1221) was also given on 26 June 1990. The HEFA application was generally successful. The title of the Board was changed from the Hospital and Benevolent Homes Conciliation and Arbitration Board to the Health and Allied Services Conciliation and Arbitration Board and the jurisdiction was varied to cover more trades than was the case when the declaration of true intent and effect of the award (see above) was given, eg: drivers, clerks and clothing trades employees were no longer subject to the exclusion from the jurisdiction as declared in Decision D90/1091.

Aspects of Decision D90/1221 of particular concern for the present decision are the references made to various understandings reached between the HEFA and other associations and concerns expressed about the application of the award to trades not covered by the jurisdiction of the Board immediately prior to Decision D90/1221: the Commission indicated that the award would not apply to new areas of jurisdictional coverage until the Board so determined and that the understandings referred to above should be seen as relating to what might be the subject of award coverage.

This will be relevant to settlement of the terms of any award made arising from the present decision. We shall return to this.

Resumption of Case for Second Structural Efficiency Adjustment and other Structural Efficiency Matters (Case 89/4099)

This case resumed, after the handing down of the decisions in the declaration matter (Decision D90/1091) and in the variation of jurisdiction matter (Decision D90/1221), on 27 June 1990.

As had been stated by the HEFA, outstanding structural efficiency matters had been held up and which could not proceed until the jurisdictional matters were resolved. The second structural efficiency case proceeded again

before this Full Bench, being listed on five occasions between 27 June and the last day of hearing on 3 July 1990 (it was listed before the Full Bench on eleven occasions in all, between February and July 1990), with numerous adjournments for discussions requested by one or more of the parties and further conferences being chaired by Marsh DP.

Cases Nos 89/4099 and 90/1466 were joined, having had a common set of exhibits.

At the hearing on 27 June 1990 agreements relating to the private sector were tendered, being exhibits 2HEF31 and 2HEF32.

Exhibit 2HEF31 was an agreement between the HEFA Victoria No 1 Branch and the VEF.

Exhibit 2HEF32 was an agreement between the HEFA Victoria No 1 Branch, the PHAV and the ACM.

At that stage final agreement had not been reached in the public sector and the HEFA imposed various industrial bans in that sector. There is no need to elaborate in detail upon these. Transcript records what has been said in Commission proceedings. We would make two comments. First, given the long drawn-out and complex history of this whole exercise we can understand the frustrations which have become evident. Secondly, the Commission has its own responsibilities and will make its decisions in accordance with the law and in accordance with the principles of wage fixation.

On 3 July 1990 an agreement relating to the public sector was tendered, being exhibit 2HEF34.

The fact that agreement was reached in the private sector before the public sector is of historic importance in this area of employment. For most of the past decade the usual story has been that of agreement reached in the public sector, with private sector negotiations being so far behind that on some occasions there was not even an agreement as to an agenda for discussions. The HEFA referred to a major change in the way that the private employers and the HEFA view one another and the mutual beneficial outcomes of structural efficiency. The ACM and PHAV referred to that statement as an optimistic note, a comment on past relationships, and said that the changed relationship was very important for the future. The VEF referred to lengthy negotiations and the reaching of agreement after being initially far apart: the VEF looked forward to a continuing renewed relationship with the HEFA.

We were told that the two private sector agreements were essentially the same, with some minor variations such as slight timetabling differences. We were also told that the public sector agreement was very similar to the private sector agreements.

As to processing, it is noted that the HDV accepted exhibit 2HEF34 as representing an agreement, subject to checking for minor clerical and/or typographical corrections: the HDV did not subsequently communicate any such corrections.

The HEFA said on 3 July 1990 that the agreement in exhibit 2HEF34 was subject to ratification by HEFA members at a meeting on 4 July 1990. By letter to the Commission dated 4 July 1990 the HEFA advised the Commission that a meeting of members had endorsed the package negotiated between the HDV and the HEFA.

No one disagreed with a query from the Commission that a decision be

given in principle, or to a proposal by the HEFA that draft orders be developed jointly by the parties or with a proposal by the HEFA that a member of the Bench be made available to assist in the drafting process.

We shall not reproduce the three agreements in full in this decision, which would have to be referred to for a more elaborate understanding of detail, but we do address the most significant issues.

The first of the three agreements in time was that between the HEFA Victoria No 1 Branch, the PHAV and the ACM, exhibit 2HEF32.

Exhibit 2HEF32 (hereafter the PHAV/ACM Agreement) made provision:

1. For payment of the second structural efficiency adjustment of \$12.50, \$15.00 or 3 per cent on 22 June 1990 or the first pay period thereafter.
2. For further award variations as per certain attachments.
3. To establish procedures and time frames for the advancement of the structural efficiency process including the development and trialling of a new career structure to be inserted into the award.

Exhibit 2HEF31 (hereafter the VEF Agreement) contained similar provisions. Exhibit 2HEF34 (hereafter the HDV Agreement) contained similar provisions save that payment of the second structural efficiency adjustment was proposed to be on 3 June 1990 or the first pay period thereafter.

Despite all the delays and difficulties, we consider that because of the matters referred to in this decision there has been sufficient progress to justify payment of the second structural efficiency adjustment. Consistent with decisions of this and other industrial tribunals, the increases will be effective on and from the beginning of the first pay period to commence on or after today.

The HEFA asked that the payment be made in accordance with exhibit HEF6 in the first structural efficiency case. Subsequently the HDV asked that the payment be made in accordance with exhibit 2HDV6. The HEFA agreed to exhibit 2HDV6 provided that if a classification had been left off they would assume it belonged to the \$15.00 category of increases: the HDV was happy for the exhibit to be accepted on that basis. Upon that basis, award variations implementing the second structural efficiency adjustment will be based upon exhibit 2HDV6, subject to any concerns which may arise on the part of the Commission.

The PHAV/ACM Agreement provided for an adjustment to existing relativities in the following terms:

“The parties agree that at the time of the 2nd SEP adjustment the following classifications will receive additional increases on the basis of merit and to give effect to agreed relativity changes in order that the trialling process be undertaken successfully.

The parties agree that these rates are on an interim basis and do not prejudice either party as regards final outcomes after the trialling exercise.

Mail Clerk	\$5.00
to be amalgamated with General Clerk	
File Clerk	\$5.00
to be amalgamated with General Clerk	
Casualty Clerk	\$10.60
Pay Clerk	\$10.60

Ward Clerk \$21.10
 Private Secretary \$38.40
 Seamstress who fits and cuts \$16.00
 Diets/Sweets Cook [Special Cook] (Phased in) 1/10/90
 Trade Cook (Phased in) 1/7/91
 Pastry Cook (Phased in) 1/7/91.”

The VEF Agreement contained a similar provision, without the reference to Cooks. The HDV Agreement contained a similar provision but with the reference to specific classifications being in the following terms:

“Mail Clerk \$398.10*
 to be amalgamated with General Clerk
 File Clerk \$398.10*
 to be amalgamated with General Clerk
 Pay Clerk \$423.90*
 Seamstress who fits and cuts \$382.60*
 *Rates shown include 2nd SEP adjustment (\$15) and first year SIPS \$44.70.”

As to Cooks, the PHAV/ACM Agreement said it was agreed that private sector cooking rates be aligned with those of the public sector and that a phased arrangement for that process was required. We were told that this was to resolve an anomalous situation, that there was agreement that whether a Cook worked in the public or private sector they should be paid the same rates of pay if they have the same qualifications and do the same work. We approve of the proposal as to Cooks.

As to the Mail Clerk and File Clerk and their proposed amalgamation with the General Clerk, we were told that the first two classifications were not in use, that the General Clerk classification was in use, and that the proposal would bring clarity and efficiencies if such broad-banding were implemented now.

We were told that the proposal would not have implications for clerical occupations elsewhere.

The Commission approves the proposal to amalgamate the Mail Clerk and File Clerk with the General Clerk.

As to the proposals to adjust relativities for the Casualty Clerk, Pay Clerk and Ward Clerk, we were told that they would enable full functional broad-banding. There was not complete agreement: the HDV did not agree with the proposals concerning the Casualty Clerk and the Ward Clerk. The Commission cannot approve the proposals concerning the three classifications referred to, because we do not have sufficient information before us. The parties may make further submissions to this Bench concerning those classifications. The Commission had put questions in the course of proceedings indicating areas of possible concern, such as implications for other clerical employees and details as to who is doing what work now. What is the “basis of merit” referred to in the agreements to justify additional increases?

We have similar concerns about the proposal for the Private Secretary, but in addition there appeared to be considerable reliance upon attraction and retention as a justification for the higher award rates. The HDV sought further discussions concerning the Private Secretary. The Commission cannot approve the proposal to adjust the relativity of the Private Secretary because we do not have sufficient information before us, and if there is to be

reliance upon attraction and retention more will have to be said as to how the concept may be properly used. The parties may make further submissions to this Bench.

As to the Seamstress who Fits and Cuts, we were told that this classification is currently on the same rate of pay as a Seamstress but the former is really a tailoress who cuts and fits uniforms and various other garments used throughout the health industry, in hospitals and other establishments, and deserves higher pay than someone who is merely required to sew or operate a sewing machine. Attraction and retention was mentioned again. We were assured that the proposal would still see a rate below relevant rates in clothing trades awards. Without relying upon attraction and retention we approve the proposal for the Seamstress who Fits and Cuts. We note with approval an HEFA suggestion that the terminology be considered with a view to "gender neutralisation".

The PHAV/ACM Agreement, the VEF Agreement and the HDV Agreement proposed further award variations and involved agreements concerning procedures and time frames for the advancement of the structural efficiency process including the development and trialling of a new career structure to be inserted in the award.

As to timetable the PHAV/ACM Agreement said:

"a) The second SEP adjustment will occur on 22 June 1990 or the first pay period thereafter. Award variations as outlined in attachment 1, 2 & 3.

Award simplification working party to commence discussions.

b) Agreement on a proposed career structure to be trialled by 1 September 1990. Both parties to instigate consultative meetings with their respective constituents.

c) Commencement of trialling in agreed establishments by 1 November 1990.

The aim is to trial in at least one large (approximately 300 beds), one or two medium (100-200 beds) and one small (less than 60 beds) private hospitals.

d) Completion of trialling exercise 22 February 1991.

e) Target for award simplification agreement and award variations as appropriate October 1 1990. If necessary arbitrated matters to be finalised by 22 February 1991.

f) Target to commence full implementation of agreed career structure in all Private Hospitals 1 April 1991.

g) Completion of translation arrangements 22 June 1991."

The VEF Agreement contained a similar timetable, with some of the dates being up to one month different and with trialling to occur in several extended care and community care establishments of varying size and service delivery type. The HDV Agreement stated a timetable similar to that in the PHAV/ACM Agreement as to trialling and implementation of a new structure and also said:

"The parties be required to finalise by negotiation, and if necessary by recourse to the Commission, outstanding matters on the following basis.

(a) By no later than 1 October 1990.

— the details of the trialling process, including the methodology, pilot agencies and rates of pay applicable for the purpose and duration of the process;

- (b) By no later than 1 April 1991
- any further award variations proposed by the HEF or the HDV.
 - the details of the final classification/career structure, including rates of pay.
 - the details of how the new structure is to be implemented in the field.
 - Redeployment/retraining arrangements and processes and the development of objectively based human resource utilisation and allocation standards.”

Apart from the date of effect of the second structural efficiency adjustment, on which we have already ruled, the timetables are generally acceptable to the Commission. We note comments of the parties that differences between the agreements as to times are not significant.

As to SIPS the PHAV/ACM Agreement and the VEF Agreement provided (inter alia) for first year SIPS to be built into the existing base rate of pay, for second and third year SIPS to be converted to experience/service payments and for Clause 4(b), “Service Payments”, of the award to be amended accordingly at the time of the second structural efficiency adjustment. The HDV agreed in part.

In support of the private sector proposals we were told that SIPS (State incremental payments scheme) were already in the award, that the first year’s service rate is payable during the first year, that it is not an increment after one year. Mr Watts for the HEFA said:

“It is in fact a payment that is received immediately upon commencement of an employee within the workforce, and it is not an incremental payment or a service payment gained after someone has worked in the field for a year. It is immediately payable, and in terms of administrative practices and in terms of everyone being clear on the award and what the award entitlement is upon commencement of an employee, all parties have agreed that the first year SIPS rate of \$44.70 be built into what is called the base rate, to reflect what is actually the base rate of an employee upon commencement.

There is also agreement that the remaining increments after completion of first year and after completion of second year, as is currently within the award, be converted to experience based service payments. The rates that are shown are \$3.50 and \$3.70 — the increments that currently exist.

In essence nothing would change in terms of rates of pay as a result of this exercise. There are no increases in any way incurred. It is an administrative practice and one which both parties are keen to bring forward to ensure that everyone is aware of what the actual base rate of pay is.”

The HDV position was that there should be incorporation of first year SIPS into the base classification rates but not until the new classification/career structure is implemented. We see no reason to disagree with the private sector agreements on the subject of SIPS and they are approved. We see no justification for the public sector to operate on a different timetable for implementation. The award will be varied accordingly.

The PHAV/ACM Agreement provided for a single rate of pay, ie: that the award be varied to show a single rate of pay and that this rate be the rates shown under column C of the current award, better known as the CSV rate.

A similar provision was in the VEF Agreement and the HDV Agreement. In support of this proposal Mr Watts for the HEFA said:

"As you can see, there are three columns within the award relating to different employees covered by that award. Column C covers establishments funded by Community Services Victoria, column B covers public sector institutions and private hospitals, and column A covers all other employees. We believe that the appropriate course of action to take at this stage is to have column C, which is the higher rate, applied in this broad-banding exercise. The reason for this anomalous situation is that there were different implementation dates for the introduction of the second tier 4 percent increases. In line with the general thrust of this application we are seeking as much as possible to create a clear and level playing field on which to base the fundamental restructuring that is to occur ...

We would also submit that to have three rates of pay for people performing exactly the same work is patently ludicrous and further confuses the exercise before the parties. At the risk of caricaturing the situation, we would submit that the question we lay before the Bench is, are we broad-banding one award or are we broad-banding three. It is our view that there should be one broad-banded award with one rate of pay for the performance of identical work ...

We would submit that our application to consolidate the rates of pay is (to amend) a discriminatory clause that serves to frustrate process and it can be eliminated at little cost.

The total range of cost increases is between five cents in the case of a first aid attendant and fifty cents a week in the case of a state enrolled nurse."

We note those submissions and the fact of agreement. We approve the proposals. The award will be amended accordingly.

The PHAV/ACM Agreement contained a "private sector flexibility clause", as did the VEF Agreement. In both agreements the preamble to the clause noted "the considerable flexibility currently existing within the private sector" and "recognised that this flexibility is a vital component in the viability of the private sector". The particular clause submitted to us was that in the VEF Agreement. The clause states (inter alia) that nothing shall detract from existing flexibility within the private sector. The provision is approved and the award will be varied accordingly.

In this context it is appropriate to refer to the "Award Modernisation (Enterprise Agreements)" clause inserted in the award pursuant to the first structural efficiency decision (D89/1610). In conferences before Marsh DP and again before the Commission, the HDV sought amendment of that clause to provide a more specific role for the HDV: there was no disagreement with that proposal from other parties. See exhibit 2HDV3. The clause sought by the HDV for the public sector was in the following terms:

"AWARD MODERNISATION (AGENCY AGREEMENTS)

- (a) It is open to employers and employees covered by this award to reach agreement at the level of individual agencies to provide for more flexible working arrangements, improved quality of working life, enhanced skills and job satisfaction. Such Agency Agreements may involve a variation in the application of award provisions in

order to meet the requirements of individual agencies and their employees.

Agreements may be negotiated and consequential award variations processed in accordance with the provisions of sub-clause (b).

(b) The Hospital Employees' Federation is prepared to discuss all matters raised by employers and employees within an agency. Agency Agreements may be concluded, subject to the following conditions:

- (i) the employees must genuinely agree;
- (ii) no employee will lose income as a result of the change ie no negative offsets;
- (iii) any agreement must be approved by the Hospital Employees' Federation and the Health Department of Victoria. Where agency level discussions are considering matters requiring any award variation, the Federation and Health Department must be invited to participate.
- (iv) The Hospital Employees' Federation shall not withhold such approval unreasonably.
- (v) Agreements involving variations to award standards shall come into effect upon approval by the Hospital and Benevolent Homes Board and shall be referred to in a schedule to this Award after such approval."

The Commission approves such a clause with two amendments:

- (1) Sub-clause (iv) should read:
"The Hospital Employees' Federation and the Health Department of Victoria shall not withhold such approval unreasonably;"
- (2) The reference in sub-clause (v) to the Hospital and Benevolent Homes Board should be a reference to the Health and Allied Services Board.

We have repeated above certain statements made by the Commission in the first structural efficiency decision (D89/1610) concerning enterprise agreements. Individual institutions are entitled to "do their own thing", and provided that other aspects of the clause are complied with, neither the HEFA nor the HDV may withhold approval unreasonably. The change in terminology from "enterprise" to "agency" does not affect that situation.

The following exchange is recorded in transcript:

GARLICK DP: A further question concerns the award modernisation clause, which we wanted put into the award at the time of the first structural efficiency adjustment in order that there be some discernible, immediately available improvement in productivity and efficiency. Are you in a position to tell us what use, if any, has been made of the award modernisation clause, and in particular access to more flexible working arrangements. I raise it with you and have not raised it with the private sector because their emphasis has been rather along the lines of indicating, as I understand it, they already have flexibility; they just want it preserved. Your position may be different.

MR SZLAWSKI: I am aware of a number of discussions in individual enterprises concerning issues that can be generally seen to be tied to flexibility arrangements, but I cannot at this stage give a more substantive answer to the question.

GARLICK DP: Would it be reasonable for us to presume that even if they have taken a while to get underway, that initiatives will be taken in

the public sector to make use of the award modernisation clause that is already in the award?

MR SZLAWSKI: It is certainly the Health Department position to encourage matters, greater flexibility in hospitals to be undertaken, and to encourage any initiatives that will result in greater flexibility."

Mr Olthof appearing for the Minister for Labour adopted those answers given by Mr Szlawski, who appeared for the HDV.

Referring to the same exchange, Mr Watts for the HEFA said that there were 134 reviews under way in the public sector within and between various public sector enterprises relating to (inter alia) the way in which people work. It is to be hoped that worthwhile results will be achieved, but as the emphasis in this clause is on agreement at the level of individual enterprises and agencies, our role is to facilitate opportunities for others to take initiatives.

The next item in the PHAV/ACM Agreement is job security. The parties agreed that the award restructuring program is to be implemented in the context of maximum job security and that an efficient and effective private sector is the way to maximise job security. A similar provision appeared in the VEF Agreement. Such a clause did not appear in the HDV Agreement, but the HDV agreed in proceedings that the award restructuring program is to be implemented in the context of maximum job security.

A savings clause appeared in all three agreements giving protection against reduction in employment, remuneration or conditions of work. The award will be varied in accordance with the terms proposed in the agreements.

The PHAV/ACM Agreement indicated that the parties to that agreement would explore the relevance of a federal award/s for the health industry but we were not asked to take any action about that provision. No such provision appeared in the other two agreements.

Award simplification was the next item in the PHAV/ACM Agreement, pursuant to which a joint working party would be established to simplify the award and review terminology. A similar provision appeared in the other two agreements.

The PHAV/ACM Agreement noted a concern about minimum rates, being a matter which is not yet determined.

The PHAV/ACM Agreement provided for in-charge classifications contained within the award to be removed and that the in-charge allowance be relied upon. The HDV Agreement contained a similar provision. The issue was not addressed in the VEF Agreement. The award will be varied as agreed.

All three agreements provided for development of a trade nexus for the four career streams within the award.

The PHAV/ACM Agreement expresses a need for the establishment of a higher level State Enrolled Nurse position within the award and an undertaking as to further investigation. There is a similar provision in the VEF Agreement. The subject is on the reserved list of matters in the HDV Agreement.

All three agreements provide for discussions on new classifications proposed by the HEFA, to be considered within the trialling and evaluation exercise.

As to training, each of the three agreements said:

"The parties are committed to the development of genuine career paths

for health workers and recognise the need to better utilise and develop relevant skills.

The parties are concerned at the lack of accredited training in the health industry and are committed to jointly work towards the development of a Health Industry Training Council as soon as possible.”

However, each of the agreements is at a different phase in the development of a training clause to be inserted into the award. The PHAV/ACM Agreement envisages further discussions, the VEF Agreement provides for the Metal Industry Training Clause to be inserted in the award after modification for the health industry, and the HDV Agreement provides for the insertion of a specific training clause. As to the HDV Agreement, Mr Watts said:

“In terms of training, the parties are committed to the development of genuine career paths for health workers, and recognise the need to better utilise and develop relevant skills. In that context, it is proposed at this stage a training clause similar to that found in the Metal Industry Awards be inserted into the awards. There are very minor wording changes agreed to between the parties to that clause. Those wording changes relate to the Health as opposed to the Metal Industry, and minor agreed changes in relation to inserting local where there are clear requirements for a local training committee as opposed to central.

It is our view that such a clause provides major benefits to the industry in improving efficiencies. There is no accredited training, and we believe the process between the parties should commence to establish a central training committee, and that that committee should commence working in terms of looking at the possibility of accredited courses as soon as possible.”

We approve the draft clause for insertion in the award with respect to the public sector.

As to trade union training leave, the PHAV/ACM Agreement and the VEF Agreement said that the parties would continue to discuss the issue. The HDV Agreement provides for a specific trade union training leave clause to be inserted in the award; we were told that the clause was similar to the existing agreement between the Victorian Government and the HEFA. It is similar to other awards of this Commission. We approve the clause and the award will be amended accordingly with respect to the public sector.

The PHAV/ACM Agreement then provided for an employee to choose time off in lieu of payment for overtime, with the consent of the employer: a specific award clause was proposed. A similar provision was contained in the VEF Agreement. These provisions were expressed to apply to the private sector only, but we see no reason why they should be so stated in the award. The award will be varied in accordance with the private sector agreements but will apply to both private and public sector.

The PHAV/ACM Agreement provided for certain requirements of an employee concerning sick leave taken either side of a public holiday and for the giving of notice of absence concerning sick leave. The VEF Agreement contained similar provisions. These provisions were expressed to apply to the private sector only, but we see no reason why they should be so stated in the

award. The award will be varied in accordance with the private sector agreements but will apply to both private and public sector.

All three agreements make provision for annual leave to be taken in single days, up to four in any one year. The award will be amended in accordance with the agreements.

A right of entry for the HEFA is on a reserved list for further discussions with respect to the PHAV/ACM Agreement and the HEF Agreement. The HDV Agreement provides for a clause to be inserted in the award giving a right of entry to an accredited HEFA representative upon reasonable notice.

Right of entry clauses have been a common feature of many Victorian awards for some time: the HDV Agreement proposal is approved and the award will be varied accordingly, with respect to the public sector.

All three agreements contained proposed award provisions relating to grievance and disciplinary procedures. They are approved by the Commission and the award will be varied accordingly.

All three agreements contained proposed award provisions relating to waiting time for wages following termination of employment. Subject to certain conditions an employee would be paid at overtime rates if kept waiting for more than twenty-four hours for payment of monies owing. The proposals are approved and the award will be varied accordingly.

The HDV Agreement contained a proposed compassionate leave provision in the following terms:

“It is agreed that the compassionate leave clause be varied to extend compassionate leave to five days in the event of a death of immediate family or next of kin outside Australia.”

A compassionate leave provision referring to a five day quantum, but otherwise with some different wording, appeared in the VEF Agreement: however, the VEF and the HEFA have agreed that this item is on their reserved list for further discussions. There is no reference to compassionate leave in the PHAV/ACM Agreement. We consider that it would not be appropriate to make an award variation as to compassionate leave without hearing further submissions from the parties: in particular we would like to be provided with a detailed statement of how the proposal in the HDV Agreement compares with compassionate leave provisions in other awards, and if it is in advance of them, argument as to merit. We would also give an opportunity to the private sector employers to say more about this subject.

Under the heading of “Award Structure” the PHAV/ACM Agreement said:

“The parties recognise that they are close to reaching agreement on a trial career/award structure to be tested. The parties commit themselves to expeditiously work towards the finalisation of the career/award structure prior to the commencement of the trialling exercise.

The parties agree that the award structure be varied at the time of the 2nd SEP adjustment to identify the four career streams to be trialled and further developed.”

The VEF Agreement contained those statements and also said:

“It is agreed that the career structures required in the extended and community care sectors of the health industry are in many respects identifiably distinct from both public and private hospital based services. The parties agree that as a result distinct and more relevant career

structures must be developed for these services, based on classifications utilised and recognising the need for flexibility within these sectors.”

Under the heading “Award Structure” in the HDV Agreement the same statements appeared as in the PHAV/ACM Agreement, followed by a statement concerning timetable, then followed by further statements which read:

“3. Terms of Employment

At the time of trialling of the new career structure the parties agree to the insertion of the following clause.

Insert a new sub-clause 10(e) as follows:

In the context of trialling and full implementation of the new classification structure.

10(e)

- (1) An employer may direct an employee to carry out such duties as are within the limits of the employee’s skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote deskilling.
- (2) An 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 in the use of such tools and equipment.
- (3) No employee shall be required to work beyond their relevant career stream except where practical circumstances otherwise require.
- (4) Any direction issued by an employer pursuant to sub-clauses (1), (2) and (3) shall be consistent with the employer’s responsibilities to provide a safe and healthy working environment.

4. It should be noted by the Commission, and recorded in its decision, that the finalisation and implementation of a new classification/career structure and any related training initiative, involves the application of the commitments given by the HEF in the first structural efficiency phase.”

As to those various provisions under the heading “Award Structure” we make the following comments.

First, there is the common reference to “the four career streams to be trialled and further developed” to be identified in the award at the time of the second structural efficiency adjustment. We were told that the four streams were:

Clerical;
Food services;
General services;
Technical, Medical, Nursing and Therapy.

We were told that there would not be any wage increase as a result of such an award variation, that it was a procedural exercise to provide “a sound footing upon which to follow through on the broad-banding exercise, being aware of which classifications that currently exist in the award fall into the relative streams”. We approve of the identification of the four career streams in the award and the award will be varied accordingly.

Secondly, we note the provision in the VEF Agreement about career

structures required in the extended and community care sectors being distinct, but make no further comment in this decision.

Thirdly, we approve of the work as directed clause proposed in the HDV Agreement and for it to be inserted in the award in the terms of the agreement.

Fourthly, we note and record what was said in the HDV Agreement about commitments. We have more to say about commitments below.

The HDV Agreement contained a provision with the heading "Union Membership" which read:

1. It is agreed between the HEFA Victoria No 1 Branch the HDV and DOL that appropriate protocols shall be centrally developed for application at the local level, so as to ensure that union members are in no way disadvantaged in respect of engagement, transfer, promotion, training/retraining, redeployment and reclassification.

In this context the interests of union members shall be protected and promoted consistent with the requirements of the SEP principles.

The target completion date for this exercise is to be no later than 1 April 1991.

2. In the meantime the parties will urgently give maximum effect to the Government's current policy of 'Encouragement of Union membership'.
3. Notwithstanding 1, it is recognised by the HDV that the HEFA's rights are totally reserved to pursue at any time its full claim with respect to preference.
4. HDV and DOL note that the HEFA has declared that its continuing commitment to the finalisation of redeployment arrangements and the development of human resource utilisation and allocation standards, as referred to in the first phase SEP agreement, is contingent upon the satisfactory resolution of its claim.
5. Likewise, HDV declares that its continuing commitment to all elements of the SEP award restructuring exercise is contingent upon a satisfactory outcome in respect of work practices redeployment, and human resource utilisation and allocation standards.
6. It is a term of this agreement that nothing arising from the Structural Efficiency Principle or consequential award variations shall operate so as to reduce the employment, remuneration or conditions of work of any HEFA member subject to this award.

This undertaking shall have affect as of the time of the 2nd SEP adjustment."

This part of the HDV Agreement requires comment as to the subject of preference and the subject of commitment.

As to preference we wish to make it clear that we are not determining the issues in this decision or even stating a preliminary view on those issues. However, at the penultimate stages of industrial disputation between the HEFA and the HDV we were told that disagreement about preference was the only substantive issue remaining between them, and in the course of

proceedings on 2 July 1990 Mr Watts for the HEFA sought guidance from this Bench on the preference issue. He did not seek a ruling. The guidance he sought was in the context of s 122 of the federal *Industrial Relations Act*, s 109 of the Australian Constitution, s 34(2) of the Victorian *Industrial Relations Act* and other matters. Circumstances changed and by the next day Mr Watts did not appear to be pursuing the question, but he did not withdraw it. If any party wishes to make further submissions about preference to this Bench they may do so, and if any party wants guidance of the kind requested by Mr Watts they may repeat or elaborate upon such request prior to full submissions on the subject of preference.

As to the subject of commitment, the Commission notes the fourth point under the heading "Award Structure" in the HDV Agreement and notes the fourth and fifth points under the heading "Union Membership" in the HDV Agreement (all reproduced above). Whatever may have been in the minds of the parties, the Commission regards commitments already given:

1. as not requiring re-affirmation;
2. as being a basis for award variations already made;
3. if dishonoured, as no longer providing justification for award changes made, thus opening up the possibility of further award variations to return to pre-commitment rates of pay and/or conditions.

On a more optimistic note, and which we presume to be the overriding attitude of all parties to the agreements, we observe that all three agreements conclude with a similar general commitment to continue the restructuring exercise.

Mr Carter appearing for the Hospital Administrative Officers Association of Victoria (the HAOA) expressed concern about proposals in the agreements relating to sick leave and pay rates. The HAOA has very much a minority interest in this award (in terms of relative membership numbers and in classifications represented) and as their concerns lacked any demonstrated merit they have not materially affected the outcome of proceedings. Mr Carter correctly indicated that the award will not extend to classifications only recently included in the jurisdiction until a determination has been made to that effect: subject to what might occur when the terms of the award flowing from this decision are settled such a determination may be anticipated to be part of this decision. Matters which may have to be considered have been referred to above, eg: understandings between the HEFA and other associations.

Other matters were raised and they have all been taken into account in arriving at our decision. Some matters not referred to are on the parties' reserved lists for further discussion.

In summary, the second structural efficiency pay adjustment is granted with effect on and from the beginning of the first pay period to commence on or after today. Most of the matters subject to agreement have been approved; those which have not been approved are subject to further consideration; none has been rejected.

The parties will submit a draft award to the Registrar and the HEFA will serve a copy of that draft on all parties with whom they reached an understanding as referred to in the variation of jurisdiction decision (D90/1221).

The award will be settled by Commissioner McIntyre who will have recourse to this Bench if necessary.

**In the on-going structural efficiency exercise the parties may have access to Deputy President Marsh.
These proceedings are otherwise adjourned.**