

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/205**

**TITLE:    Thorndale Foundation Ltd (Live-In-Work) Enterprise Agreement  
-2001**

**I.R.C. NO:**                   2001/3504

**DATE APPROVED/COMMENCEMENT:** 13 June 2001

**TERM:**                               24 months

**NEW AGREEMENT OR  
VARIATION:**           New. Replaces EA99/44

**GAZETTAL REFERENCE:**       27 July 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:**       8

**COVERAGE/DESCRIPTION OF EMPLOYEES:**   Applies to all employees engaged under  
Social and Community Services Employees (State) Award

**PARTIES:**   Thorndale Foundation Ltd -&- Ric Anthony Dimitrescu, Cheryl Ruth Halkett, Michelle  
Lisa Jeffery, Leonie Maree Staples, Josephine Thompson,



# THORNDALE FOUNDATION LTD (LIVE-IN WORK) ENTERPRISE AGREEMENT, 2001

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## 1. TITLE OF AGREEMENT

This Agreement shall be known as the Thorndale Foundation Ltd (Live-In Work) Enterprise Agreement – 2001.

## 2. ARRANGEMENT

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## 3. PURPOSE OF THIS AGREEMENT

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

#### 4. APPLICATION OF THE AGREEMENT

This Agreement is between Thorndale and its employees who are engaged as live-in workers (as defined in Clause 6 of this agreement).

#### 5. RELATIONSHIP TO PARENT AWARD

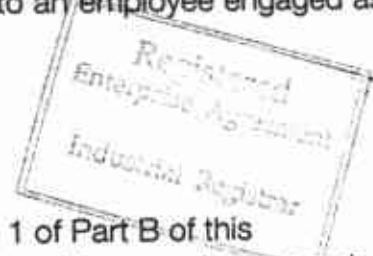
This Enterprise Agreement shall be read and interpreted wholly in conjunction with the *Social and Community Services (State) Award* ("the Award") and provided that where there is any inconsistency, the Enterprise Agreement shall take precedence unless otherwise specified.

#### 6. LIVE-IN WORK

- (a)
  - (i) A "Live-in Worker" is a person engaged on a permanent or occasional live-in work basis, and is responsible for, or assists in the direction and control of a Thorndale facility.
  - (ii) Permanent live-in work may include any person engaged on a regular roster which may be up to 7 days per week.
  - (iii) Occasional live-in work may include any person engaged for a period of relief or temporary work, which may be up to 7 days per week.
  - (iv) A live-in worker will be rostered off duty for a minimum of 8 days in any 4 week (28-day) period
- (b) The provisions of the Award relating to hours, shift work (including sleeper shifts), shift and weekend penalties, rest breaks and breaks between shifts or overtime shall not apply to an employee engaged as described in Clause 6(a) above.

#### 7. RATES OF PAY

- (a) The rates of pay shall be as set out in Table 1 of Part B of this agreement. To ascertain the equivalent weekly rate of the annual wages such annual rates must be divided by 52.14.
- (b) It is agreed between the parties to this Agreement that if a new *Social and Community Services Employees (State) Award* is made during the life of this Agreement and that new Award changes the existing award classification structure and/or rates of pay, the parties will review the rates in this Agreement to ensure that the Agreement rates do not fall below any new Award rates.

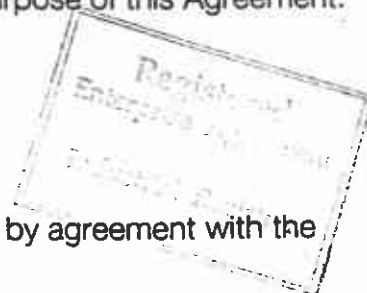


- (c) A person employed on an occasional live-in work basis shall be engaged and paid as a casual employee. As such, a loading of 15% shall apply to the appropriate daily rate of pay, and an additional payment of one-twelfth of the employee's appropriate daily rate of pay in lieu of any entitlement to annual leave pursuant to the *Annual Holidays Act 1944* shall also be made.
- (d) A live-in worker as described in Clause 6(a) will be provided with full board and lodging by Thorndale, and Thorndale will make no deductions from such an employee's weekly wage for board and lodging, where that employee lives in on a permanent or occasional basis.

## 8. SALARY PACKAGING

Thorndale and a full-time or part-time employee may reach an agreement to package up to 20% of the employee's real wage to a non-salary fringe benefit, to be implemented as follows:

- (a) A proportion of the employee's salary will be received by the employee as money, and a proportion will be received in the form of a fringe benefit.
- (b) A copy of the Agreement shall be made available to the employee, provided that the contents of the employee's salary package will remain confidential to the parties.
- (c) Thorndale shall ensure the structure of any package complies with relevant taxation laws. This includes ensuring compliance with any ceiling on the amount of salary that may be packaged, and acceptance of any Fringe Benefits Tax ('FBT') liability arising out of an agreed salary package.
- (d) Expense items claimed should be principally applicable to, or the direct responsibility of the employee. The following expenses may be deemed to be a fringe benefit for the purpose of this Agreement:
  - 1. Payment of mortgage or rent
  - 2. Payment of motor vehicle
  - 3. Personal loan repayments
  - 4. Payment of Superannuation
  - 5. Payment of other genuine expenses by agreement with the appropriate nominated officer
- (e) An expense that may be claimed as a tax deduction may not be claimed as a fringe benefit.



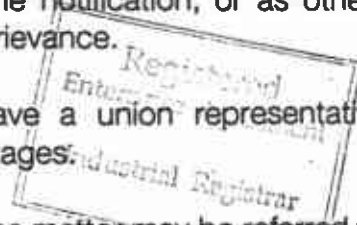
- (f) In order to claim an expense as a fringe benefit, an employee who has entered into a salary package agreement under this clause must provide invoices, receipts or other proof of expenditure in order to claim the expenses as a fringe benefit.
- (g) It is intended that no employee who enters into a salary package agreement under this clause will suffer a net detriment in his or her terms and condition of employment. As such:
1. If the total value of the salary package received by the employee is less than what the employee would have been paid if the employee had been remunerated under the Award in any financial year, Thorndale shall pay the employee an amount being the difference between the total remuneration received by the employee and what the employee would have earned under the Award in that financial year.
  2. For the purposes of Clause (8)(g)(1), a "financial year" means from 1 July in one year to 30 June in the immediately following year. Any payment made by Thorndale in accordance with Clause (8)(g)(1) shall be made in the first pay period on or after July 1 in each year.
  3. All other entitlements under the Award (other than paid leave entitlements, and superannuation) will be calculated by reference to the rate of pay in Table 1.
  4. A salary package agreement reached pursuant to this clause shall be regarded as ordinary pay for the purpose of paid leave entitlements such as public holidays, annual leave, long service leave and personal/carers leave.
  5. If an employee becomes entitled to any payment(s) pursuant to the *Workers Compensation Act 1987*, Thorndale shall continue to provide an employee any balance of the agreed salary package not covered by workers compensation payment(s).
- (h) With Thorndale's agreement, and providing at least 1 month's notice is given, an employee may:
1. change the components of the salary package agreement under this clause; or
  2. elect to discontinue salary packaging arrangements, and revert to the appropriate rate of pay in Table 1.

- (i) Salary packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding FBT or personal taxation arrangements and that change may impact on this agreement, all salary packaging arrangements may at the discretion of Thorndale be terminated, providing at least 1 month's notice is given. Upon termination in these circumstances the employer's rate of pay will revert to the appropriate rate of pay in Table 1.
- (j)
  - 1. In the event the employee ceases employment with Thorndale this agreement with that employee will cease as at the date of termination of employment.
  - 2. Upon termination of an employee's employment, any outstanding benefits still due pursuant to this agreement, shall be paid on or before the date of termination.

## 9. GRIEVANCE AND DISPUTES SETTLING PROCEDURE

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

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



**10. TERM OF AGREEMENT**

13<sup>th</sup> June 2001

This Agreement shall operate on and from the date of approval by the Industrial Relations Commission of NSW and shall remain in force for a period of 2 years.

**11. DURESS**

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

Enterprise Agreement  
Industrial Registrar

12. SIGNATORIES TO AGREEMENT

Signed for on behalf of Thorndale Foundation Ltd

A. R. Jeffery

Name (Print)

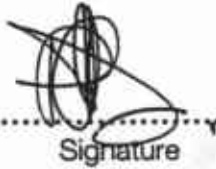
  
Signature

1.5.2001  
Date

Signed by (Employees)

R. Dimitrescu

Name (Print)

  
Signature

3.5.01  
Date

C. Halkett

Name (Print)

  
Signature

3.5.01  
Date

M. Jeffrey

Name (Print)

  
Signature

3.5.2001  
Date

L Staples

Name (Print)

  
Signature

3.5.01  
Date

J. Thompson

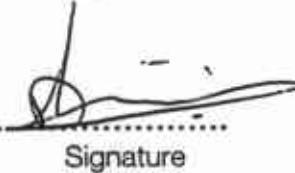
Name (Print)

  
Signature

3.5.2001  
Date

D. Simonis

Name (Print)

  
Signature

3.5.2001  
Date





**PART B**

**TABLE 1 - RATES OF PAY**

Live-In Worker	Year 1	30,000
Live-In Worker	Year 2	31,600
Live-In Worker	Year 3	33,400
Live-In Worker	Year 4	35,500

