FAIR WORK AUSTRALIA

DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Prestige Inhome Care Pty Ltd
(AG2012/5010)

PRESTIGE INHOME CARE ENTERPRISE AGREEMENT 2012

Health and welfare services

DEPUTY PRESIDENT HAMILTON MELBOURNE, 7 JUNE 2012

Application for approval of the Prestige Inhome Care Enterprise Agreement 2012.

[1] An application has been made for approval of an enterprise agreement known as the *Prestige Inhome Care Enterprise Agreement 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Prestige Inhome Care Pty Ltd. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Agreement is approved and, in accordance with s.54, will operate from 14 June 2012. The nominal expiry date of the Agreement is 13 June 2015.



DEPUTY PRESIDENT

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PRESTIGE
inhome care



PRESTIGE
inhome care

Enterprise Agreement 2012



Prestige Inhome Care Enterprise Agreement 2012	PRESTIGE inhome care

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1. AGREEMENT TITLE

This Agreement will be known as the **Prestige Inhome Care Enterprise Agreement 2012**.

2. APPLICATION AND PARTIES BOUND BY THE AGREEMENT

2.1 The parties to the Agreement shall be:

(a) Prestige Inhome Care Pty Ltd (ABN 70 146 617 807) ("Prestige"); and

(b) its employees covered by the Classifications in Appendix A of the Agreement ("employees").

2.2 For the avoidance of doubt, this Agreement shall not apply to employees who are also directors of Prestige.

3. DATE AND TERM

The Agreement will operate from the day of its approval by Fair Work Australia and will have a nominal expiry date of three (3) years from the day of approval.

4. INTENTIONS

This Agreement constitutes the whole Agreement between the employees and Prestige. The Agreement covers the field with regard to all matters pertaining to the employment relationship and to the relationship between Prestige and any employee organisations.

5. NO EXTRA CLAIMS

During the period of operation of this Agreement, the parties agree that they will not pursue any extra claims in respect of any matters pertaining to the employment relationship or to the relationship between Prestige and any employee organisations.

6. AGREEMENT FLEXIBILITY

6.1 Prestige and an individual employee covered by this Agreement may agree to make an individual flexibility arrangement ("Flexibility Agreement") to vary the effect of terms of this Agreement (other than this clause, clause 21 and clause 22) if:

(a) the Flexibility Agreement meets the genuine needs of Prestige and the employee; and

(b) the Flexibility Agreement is genuinely made by Prestige and the employee.

6.2 Prestige must ensure that the Flexibility Agreement:

(a) is in writing;

(b) names Prestige and the employee who is party to the Flexibility Agreement;

(c) is only about permitted matters under section 172 of the Fair Work Act 2009;

(d) does not include unlawful terms under section 194 of the Fair Work Act 2009;

(e) results in the employee being better off overall than the employee would have been if no Flexibility Agreement had been agreed to;

(f) is signed by Prestige and the employee and, if the employee is under 18 years of age, the employee's parent or guardian;

(g) includes details of:

(i) each term of this Agreement the effect of which is varied by the Flexibility Agreement;

(ii) how the Flexibility Agreement varies the effect of the terms; and

(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the Flexibility Agreement; and

(h) states the date the Flexibility Agreement commences to operate.

Prestige must give the employee a copy of the Flexibility Agreement (within 14 days of it being signed).

6.3 The Flexibility Agreement may be terminated:

(a) by Prestige or the employee giving 28 days' notice of termination, in writing, to the other party. The Flexibility Agreement will then cease to operate at the end of the 28 day notice period; or

(b) at any time, by written agreement of Prestige and the employee.

7. ANTI DISCRIMINATION

7.1 It is the intention of the parties to take steps to prevent and eliminate discrimination in the workplace. This includes discrimination on any basis recognised at law within a State or Territory within which the employee is engaged.

7.2 Nothing in these provisions allows for any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

7.3 Employees shall ensure that their conduct at a client's premises cannot be construed by the client or other persons as being discriminatory or as constituting harassment.

7.4 Employees must immediately advise Prestige by telephone, and in writing within 48 hours by completion of the relevant form, if they experience any form of harassment or discrimination from a client or any other persons.

8. TYPES OF EMPLOYMENT

Employees covered by this Agreement will be employed in one of the following categories:

- Full Time Employment
- Part Time Employment
- Casual Employment

At the time of engagement, Prestige will inform each employee of their category of employment.

8.1 Full-Time Employment

8.1.1. A full-time employee is one who is guaranteed to work an average of 38 ordinary hours per week.

8.2 Part-Time Employment

8.2.1. A part-time employee is one who is employed to work fewer than 38 hours per week and who has reasonably predictable hours of work.

8.2.2. Unless stated otherwise, entitlements under this Agreement shall apply on a pro-rata basis to part-time employees (on the basis that the ordinary weekly hours of a full-time employee is 38).

8.3 Casual Employment

8.3.1. A casual employee is one who is engaged and paid as such, but will not include a part-time or full-time employee.

9. ROSTER OF HOURS

9.1 Prestige will display a roster of hours for full-time and part-time employees in a place conveniently accessible to employees to whom it applies. Where reasonably practicable, the roster shall be displayed at least two weeks prior to its operation.

9.2 Prestige will email or mail a roster of hours to casual employees on a weekly basis, during the week before its operation. Prestige may also display the roster of hours of work for casual employees in a conveniently accessible place, but is not obliged to do so.

9.3 The roster or rosters shall be drawn up so as to provide at least 10 hours off duty between ordinary shifts over successive days.

9.4 Wherever possible, seven days' notice shall be given of a change of roster affecting employees. However, due to the changing needs of clients, rosters may need to be changed at short notice, in which case as much notice as practicable will be provided.

9.5 Prestige may change an employee's roster at short notice for any reasonable grounds including unexpected situations such as unforeseen fluctuations in client dependency or another employee taking sick leave. Where such alteration requires an employee to work on a day which would have been his or her day off, the employee will be entitled to a day off in lieu thereof, which shall be taken as mutually agreed.

9.6 An employee may request that their roster be changed. Prestige may alter the roster at its discretion, but also within the requirements of the Fair Work Act 2009.

10. HOURS OF WORK

10.1 The ordinary hours of work for full-time employees shall be between 8 am and 10 pm, Monday to Sunday, and will be 38 hours per week or an average of 38 hours per week, exclusive of meal times, and will be worked on the following basis:

(a) 38 hours per week, to be arranged in order that an employee shall not be required to work their ordinary hours on more than five days in one week;

(b) 76 hours per fortnight, to be arranged in order that an employee shall not be required to work their ordinary hours on more than ten days in the fortnight; or

(c) 152 hours per 28 calendar days, to be arranged in order that an employee shall not be required to work their ordinary hours on more than 19 days in the cycle.

10.2 Each shift shall not consist of more than 10 ordinary hours of work per day.

10.3 In addition to ordinary hours, level 3A, 3B, 4A or 4B employees may be required to work a sleep over shift as described at clause 16.8 below, or a 24 hour shift as described in clause 16.10 below.

11. BREAKS

11.1 Employees working shifts greater than five hours duration may take an unpaid meal interval of 30 minutes. The meal interval is to be taken at a time agreed between the employee and Prestige.

11.2 Where an employee is unable to take their meal break due to not being relieved of their responsibility for that period of a meal break, the mealtime is to be paid at the employee's ordinary rate of pay in accordance with this Agreement.

11.3 Employees shall also be entitled to one paid ten minute rest interval per every four hours worked.

12. LEAVE ENTITLEMENTS

12.1 Full-time and part-time level 1A, 1B, 1C, 2A and 2B employees are entitled to 5 weeks' annual leave per year. Full-time and part-time level 3A, 3B, 4A and 4B employees are entitled to 4 weeks' annual leave per year.

12.2 Annual leave will be paid at the rate of 1.175 times the employees' rate of pay for ordinary hours or work.

12.3 Otherwise, full-time and part-time employees are entitled to leave in accordance with the National Employment Standards and applicable long service leave legislation.

13. TERMINATION OF EMPLOYMENT

13.1 Prestige may terminate the employment of a full-time or part-time employee by giving the following period of notice depending on their period of continuous service with Prestige:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

13.2 In addition to the notice in clause 13.1, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, are entitled to an additional week's notice.

13.3 Prestige may at its absolute discretion pay the employee in lieu of any part of notice of termination under this Agreement.

13.4 The period of notice in this clause does not apply:

(a) in the case of dismissal for serious, persistent, or wilful misconduct, which includes, without limitation:

(i) wilful or gross neglect or gross negligence in the performance of an employee's responsibilities;

(ii) serious incompetence or inefficiency in the performance of an employee's duties;

(iii) serious or repeated breaches of, or repudiation of, any term of an employee's employment;

(iv) disobedience or neglect of any lawful order or direction given by or on behalf of Prestige;

(v) use of alcohol or narcotics while engaged in the performance of duties;

(vi) misappropriation of any of Prestige's property;

(vii) engaging in physical violence, abuse or bad language towards any other employee, customer, member of the public or other person having business dealings with Prestige;

(viii) conviction of a criminal offence that, in the opinion of Prestige, may detrimentally affect Prestige;

(ix) conduct that, in the reasonable opinion of Prestige, may detrimentally affect Prestige;

(x) any act of dishonesty or fraud in the course of or in connection with the performance of the employee's duties.

(b) to employees engaged for a specific period of time or for a specific task or tasks and who are terminated at the end of this specific period or task;

(c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the Agreement; and/or

(d) to casual employees.

13.5 Casual employment is by the day and as such casual employees are entitled to one day's notice of termination of employment.

13.6 The notice of termination required to be given by an employee shall be the same as that required of an employer under clause 13.1. For the avoidance of doubt, there shall be no additional notice based on the age of the employee concerned.

13.7 Upon the termination of an employee's employment with Prestige, or at any time on the request of Prestige, the employee will immediately deliver to Prestige all company property, including keys, motor vehicles, mobile phones, security cards, documents, and any property held on behalf of Prestige's clients.

14. REDUNDANCY

14.1 Employees are entitled to redundancy severance pay in accordance with and subject to the National Employment Standards.

15. POLICE CHECKS

15.1 During their employment, employees may be required by Prestige to undertake Australia-wide criminal history police checks.

15.2 Employees shall be responsible for the cost of relevant police checks undertaken.

15.3 Employees must comply with Prestige policies and procedures to ensure that their police checks are up to date.

16. CLASSIFICATION STRUCTURE AND SALARY/WAGES

16.1 An employee's classification will be determined in accordance with the classifications in Appendix A.

16.2 Subject to clauses 16.8 to 16.10 (inclusive) and clause 18.2, full-time and part-time employees in a particular classification in Appendix A shall be paid for hours worked in accordance with the applicable hourly rates in Appendix B.

16.3 Subject to clauses 16.8 to 16.10 (inclusive) and clause 18.2, casual employees in a particular classification in Appendix A shall be paid for hours worked in accordance with the applicable hourly rates in Appendix C, which incorporate a 25% loading.

16.4 Work performed between 8 am and 10 pm Monday to Friday will be paid according to the weekday rates.

16.5 Work performed between 8 am and 10 pm on weekends and public holidays will be paid according to the applicable weekend and public holiday rates (as the case may be).

16.6 In the event of a late roster change resulting from a cancellation by a client, in circumstances where Prestige may claim a certain number of hours late cancellation payment, any casual employee affected will be paid for those hours even though the employee is not required to work. If there is no such arrangement, or the arrangement entitles Prestige to recover less than the equivalent of one hour's fee from the client, and the employee is given less than 4 hours notice, the employee may claim, if they consider they have been unduly inconvenienced, a payment equal to 1 hour's work.

16.7 Prestige will reimburse an employee 79 cents per kilometer travelled in their own car in the following circumstances:

(a) an employee is required to use their own motor vehicle to transport a client; or

(b) the employee is a Level 4A or 4B employee and they use their own car to travel between clients.

In all other circumstances, travel allowances have been built into the rates of payment in Appendices B and C to this Agreement.

16.8 Level 3A, 3B, 4A and 4B employees may be required to sleep overnight at a client's premises and work as required to assist the client during the night (***Sleep-over***). Employees required to Sleep-over will be provided for the night with suitable sleeping arrangements, use of facilities and free board and lodging. A Sleep-over will be for the period between 10pm and 8am. An employee's payment for a Sleep-over will be calculated as follows:

(a) the applicable Sleep-over payment specified in Appendix B or C; or

(b) an amount calculated as follows:

(i) an allowance of $1.05 for each inactive hour of the Sleep-over; or

(ii) if the employee is required to work during the Sleep-over, the employee will be paid for a minimum of one active hour's work, and for each active hour worked thereafter:

(A) if the employee is a full-time or part-time employee, in accordance with the following:

(1) for active hours falling on a Sunday or public holiday, in accordance with the Sunday or public holiday hourly rate in Appendix B; and

(2) for active hours falling on any other day:

(I) for the first 2 active hours, at the Saturday hourly rate in Appendix B;

(II) for any subsequent active hours, at the Sunday hourly rate in Appendix B; or

(B) if the employee is a casual employee, in accordance with the applicable hourly rate in Appendix C.

16.9 An employee who wishes to have their pay calculated in accordance with clause 16.8(b) above must submit a timesheet of the hours worked during the Sleep-over within 2 days of the Sleep-over. This gives Prestige the opportunity to verify the timesheet, invoice clients for a higher charge, and arrange for any higher payment to be made to the employee. If no timesheet is submitted within that time, the employee will be paid in accordance with clause 16.8(a) above.

16.10 Level 3A, 3B, 4A and 4B employees may be required to be available for duty in a client's home for a 24 hour period. During this period, the employee is required to provide the client with the services specified in the care plan. The employee is required to provide a total of no more than eight hours of active care during this period. The employee will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room will be provided for the employee. The employee will be paid the flat rate specified in Appendix D for the entire shift.

16.11 Aside from rates applying to Level 4A and 4B employees, the rates in Appendix B, Appendix C and Appendix D will increase by 1.5% on 1 July 2013, and a further 1.5% on 1 July 2014. Prestige may, at its absolute discretion, elect to increase the rates in Appendix B, Appendix C and/or Appendix D by more than the minimum required by this clause.

16.12 The rates applying to Level 4A employees in Appendix B, Appendix C and Appendix D will increase by 2.9% on 1 July 2013, and a further 2.9% on 1 July 2014. Prestige may, at its absolute discretion, elect to increase the rates in Appendix B, Appendix C and/or Appendix D by more than the minimum required by this clause.

16.13 The rates applying to Level 4B employees in Appendix B, Appendix C and Appendix D will increase by 3.6% on 1 July 2013, and a further 3.6% on 1 July 2014. Prestige may, at its absolute discretion, elect to increase the rates in Appendix B, Appendix C and/or Appendix D by more than the minimum required by this clause.

16.14 Aside from the motor vehicle allowance referred to in clause 16.7 and the inactive Sleep-over allowance referred to in clause 16.8 above, the applicable rates of payment in Appendices B, C, and D to this Agreement incorporate all entitlements, including overtime, penalty rates, allowances and loadings.

17. PAYMENT OF WAGES

17.1 Employees shall be paid fortnightly in arrears.

17.2 Employees shall record each visit or service provided to a client on the appropriate form or electronic time book provided by Prestige.

17.3 Any changes in allocated work must be communicated to Prestige by phone, as soon as is practicable, to ensure that wages are accurate.

17.4 In the event that Prestige overpays an Employee, the Employee agrees that Prestige may recover that overpayment by equal instalments over a period not exceeding six (6) months. The Employee and Prestige may agree in writing to a shorter period.

17.5 Where an Employee's employment is terminated and as at the date of termination there has been an overpayment of wages, the Employee agrees that Prestige may set off that

overpayment against any wages or entitlements that Prestige owes the Employee upon termination.

18. MOTOR VEHICLE

18.1 Prestige may, at its absolute discretion, provide an employee with a motor vehicle for use at work and for private use. Prestige will reimburse the employee for the reasonable costs of petrol and in order to maintain the vehicle in good working condition. Prestige will pay for comprehensive insurance and registration costs in relation to the vehicle.

18.2 Where Prestige provides an employee with a motor vehicle, the hourly wage payable to the employee as described in Appendix B or C will be decreased by $1.07. That is, their hourly wage will be as relevantly specified in Appendix B or C, less $1.07.

18.3 An employee provided with a motor vehicle under this clause must:

(a) hold a valid driver's license;

(b) maintain complete and accurate log books of the use and servicing of the motor vehicle;

(c) not do anything which would cause Prestige to be in breach of its lease or financing obligations in respect of the motor vehicle, or which would enable any insurer to refuse to provide insurance coverage in respect of any claim in relation to the motor vehicle; and

(d) inform Prestige immediately if he or she has not complied with any of (a) to (c) above.

19. SUPERANNUATION

19.1 Prestige will make compulsory superannuation contributions on behalf of employees as required by law. The present rate of contribution is 9% of ordinary time earnings.

19.2 Prestige will contribute to an employee's nominated complying fund, or if no fund is nominated, contributions will be paid to HESTA. All rights and obligations of Prestige and the employees in relation to superannuation shall be determined in accordance with the Trust Deed(s) and rules (if any) governing the relevant fund.

20. EXPENSES

20.1 Expenditure necessarily and reasonably incurred by an employee in the performance of duties will be reimbursed upon production of receipts or other documentation to the satisfaction of Prestige. Prestige must approve such expenditure in advance.

20.2 If an employee accompanies a client on a holiday, it is expected that the client's guardian will supply the employee with three (3) meals per day. If meals are not supplied, a reimbursement of up to $60.00 per day shall be paid by Prestige for reasonable expenses incurred.

21. CONSULTATION AND INTRODUCTION OF CHANGE

21.1 Prestige must consult with employees who are likely to be significantly affected by any major workplace change Prestige has decided to introduce. A major workplace change is likely to significantly affect employees if it results in:

(a) the termination of the employment of employees;

(b) major change to the composition, operation or size of the employer's workforce, or to the skills required of employees; or

(c) the restructuring of the workforce.

21.2 Employees may appoint a representative to act on their behalf in the consultation.

22. GRIEVANCES AND DISPUTE SETTLEMENT PROCEDURE

22.1 This section applies only to disputes:

(a) about any matter arising under this Agreement; or

(b) in relation to the National Employment Standards.

22.2 An employee who is a party to the dispute may appoint a representative to accompany or represent them in relation to the dispute.

22.3 In the event of a dispute, the parties will first attempt to resolve the dispute through discussions between the employee or employees concerned and their relevant supervisor.

22.4 If such discussions do not resolve the dispute, the parties will attempt to resolve the dispute through discussions between the employee or employees concerned and more senior levels of management as appropriate.

22.5 If a dispute is unable to be resolved and all agreed steps for resolving it at the workplace have been taken, any party to the dispute may refer it to Fair Work Australia to resolve it by mediating, conciliating, expressing an opinion or making a recommendation.

22.6 Where the matter in dispute remains unresolved following an attempt at resolution under clause 22.5, both parties may agree for Fair Work Australia to arbitrate the dispute. If arbitration is agreed to, Fair Work Australia may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

22.7 It is a term of this Agreement that while the dispute resolution procedure is being conducted, work shall continue at the direction of Prestige according to the custom and practice before the grievance arose.

23. STAFF DEVELOPMENT

23.1 Prestige will arrange for the delivery of a contemporary service orientated Staff Development Program. All employees are expected to participate in a minimum of 12 hours per year. In recognizing the shared interest and importance of staff development, where an employee attends in house staff development for the minimum 12 hours each year, Prestige will pay half their hourly rate of pay for such attendance.

24. RISK MANAGEMENT

24.1 All employees in receipt of WorkCover benefits must agree to follow the return-to-work plan developed between Prestige and the employee in a cooperative manner. Management has the responsibility to provide the employee with the necessary education and resources to perform their duties in a safe and diligent manner. Additional OHS requirements are included in Prestige's induction handbook and are detailed in Prestige's Operations Manual.

24.2 Employees must not accept cash or any other financial or non-financial gifts from clients, and must not handle or accept cash and/or property of clients without the prior consent of Prestige. Small tokens of appreciation at Christmas or other relevant times are an exception to this rule.

APPENDIX A

CLASSIFICATIONS

"Board" means the relevant nurses' registration board.

Employee Level 1A:

Is a Registered Nurse who remains registered by the Board, and:

- is competent to perform general nursing duties, including individual case management, general nursing duties and training of more junior staff; and
- accepts responsibility for their own standards of nursing care and service delivery.

Employee Level 1B:

Is a Registered Nurse who remains registered by the Board, and:

- meets all of the responsibilities of an Employee Level 1A;
- is responsible for planning and coordinating services to Prestige's clients;
- provides support and training to other Registered Nurses, Enrolled Nurses and Personal Care Attendants; and
- participates in quality assurance programs and policy development.

Employee Level 1C:

Is a Registered Nurse who remains registered by the Board, and:

- meets all of the responsibilities of an Employee Level 1B;
- provides leadership and role modeling;
- provides staff and client education;
- allocates and rosters Prestige's employees;
- manages human and material resources; and
- manages financial matters including budgets.

Employee Level 2A:

Is an Enrolled Nurse who remains enrolled by the Board, is competent to perform those duties and has less than 3 years post graduate working experience.

Employee Level 2B:

Is an Enrolled Nurse who remains enrolled by the Board, is competent to perform those duties and has more than 3 years post graduate working experience.

Employee Level 3A:

Is a Personal Care Attendant who has appropriate work experience and is competent to perform those duties but does not hold any qualifications in Aged Care or Community Services.

Employee Level 3B:

Is a Personal Care Attendant who has appropriate work experience, is competent to perform those duties and holds an appropriate qualification in Aged Care or Community Services.

Employee Level 4A:

Is a Family Support Worker who works under general direction in the application of procedures, methods and guidelines which are well established.

General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

Level 4A employees will be responsible for managing and planning their own work and that of subordinate staff in a specialised area.

Some or all of the following are needed to perform work at this level:

- thorough knowledge of work activities performed within the workplace;
- sound knowledge of procedural/operational methods of the workplace;
- may utilise limited professional or specialised knowledge;
- degree, associate diploma with relevant experience; or
- relevant certificate and relevant experience, or experience attained through previous appointments, services and/or study.

Employee Level 4B:

Is a Family Support Worker who exhibits knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

Level 4B employees:

- require skills in managing time, setting priorities, planning and organizing their own work and that of lower classified staff to achieve specific objectives;
- undertake activities which may require the use of judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- perform duties of a specialised nature requiring the development of expertise over time or previous knowledge.

Level 4B employees may:

- liaise with other professionals at a technical/professional level;
- lead a team within a specialised project;
- perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
- assist with the planning and co-ordination of a community program of a complex nature.

Some or all of the following are needed to perform work at this level:

- degree, or associate diploma with relevant experience; or
- lesser formal qualifications with substantial years of relevant experience.

APPENDIX B

RATES OF PAY (FULL-TIME AND PART-TIME EMPLOYEES)

	Level 1			Level 2		Level 3		Level 4	
	A	B	C	A	B	A	B	A	B
WEEKDAY $/Hour	25.07	25.87	26.83	20.45	20.93	19.29	19.99	21.94	24.38
SATURDAY $/Hour	36.96	38.16	39.60	30.03	30.75	28.28	29.34	32.81	36.47
SUNDAY $/Hour	42.91	44.30	45.98	34.82	35.66	32.78	34.01	43.68	48.56
PUBLIC HOLIDAY $/Hour	53.61	55.36	57.48	43.45	44.50	40.88	42.43	54.55	60.66
SLEEP-OVER 10pm – 8am (commencing Mon-Thurs) $/sleepover	-	-	-	-	-	83.00	91.20	92.00	108.00
SLEEP-OVER 10pm – 8am (commencing Fri-Sun or Public Holiday) $/sleepover	-	-	-	-	-	91.20	112.00	101.60	134.00

APPENDIX C

RATES OF PAY (CASUAL EMPLOYEES – INCORPORATING 25% LOADING)

	Level 1			Level 2		Level 3		Level 4	
	A	B	C	A	B	A	B	A	B
WEEKDAY $/Hour	31.02	32.01	33.21	25.24	25.84	23.78	24.66	27.37	30.43
SATURDAY $/Hour	45.88	47.38	49.18	37.22	38.11	30.47	31.66	35.07	39.06
SUNDAY $/Hour	53.31	55.06	57.16	43.21	44.25	30.47	31.66	35.07	39.06
PUBLIC HOLIDAY $/Hour	60.74	62.74	65.14	49.20	50.39	46.28	48.03	68.13	75.77
SLEEP-OVER 10pm – 8am (commencing Mon-Thurs) $/sleepover						103	114	115	136
SLEEP-OVER 10pm – 8am (commencing Fri-Sun or Public Holiday) $/sleepover						114	140	127	167

APPENDIX D

RATES OF PAY – 24 Hour Shifts

	Permanent				Casual (incorporating 25% loading)			
	3A	3B	4A	4B	3A	3B	4A	4B
WEEKDAY $/Shift	220.05	228.63	269.56	299.86	275.07	285.79	336.95	374.83
SATURDAY $/Shift	330.08	342.95	404.35	449.79	412.60	428.69	505.43	562.24
SUNDAY $/Shift	440.10	457.27	539.13	599.72	550.13	571.58	673.91	749.66
PUBLIC HOLIDAY $/Shift	550.13	571.58	673.92	749.66	687.66	714.48	842.39	937.07

PARTIES SIGNATORY

Executed by the parties as an Agreement

For and on behalf of the Employer

Name: Nick McDonald

Date: 26.4.2012

Signature:

Position: CEO

Address: 32/328 RESERVE RD
CHELTENHAM
VIC 3192

For and on behalf of the employees of Prestige

Name:

Date:

Signature:

Position:

Address: