

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA01/338

**TITLE:** Witmore Enterprises Inc Enterprise Agreement 2001-2003

**I.R.C. NO:** 2001/5853

**DATE APPROVED/COMMENCEMENT:** 22 October 2001

**TERM:** 26 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 8 March 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 40

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees who are eligible for and in receipt of a Disability Support Pension

**PARTIES:** Witmore Enterprises Inc -&- Cheryl Barratt

**WITMORE ENTERPRISES INC.  
ENTERPRISE AGREEMENT 2001 - 2003**

**1 PREAMBLE**

Witmore Enterprises Inc. is a non-profit organisation, funded by the Department of Family and Community Services. The vision of the organisation, is to give people with disabilities, the opportunity to live and work in a community, that respects and accepts them as individuals and equals.

It is acknowledged, that Witmore Enterprises Incorporated, is an organisation, that as a general rule, does not operate pure employment services in a strictly commercial sense. The organisation, operates in an employment-like environment, in which a range, of additional support services are provided, including:

- ◆ vocationally-related training
- ◆ work experience
- ◆ assistance with progression to open employment
- ◆ range of support services.

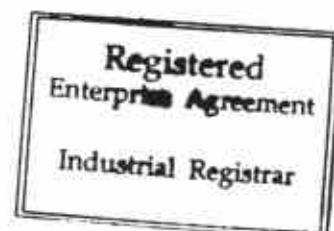
The primary relationship, that exists between Witmore Enterprises Inc. and its employees with a disability, extends beyond that which is generally expected in an employer-employee relationship.

It is further acknowledged, that this primary relationship, will have a direct impact on the operational costs of the service, and on the conditions of employment contained in this agreement.

The Enterprise Agreement has been developed with a view to achieving the vision, and to increasing employment options for people with disabilities.

Through ongoing training and support, people with disabilities, will be given the opportunity to work and therefore, contribute to the community, increase their self-esteem and to exercise choice in their way of life.

The Enterprise Agreement, through its training and support content, promotes community acceptance and recognition, of the rights and abilities of all people with disabilities.



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**2 TITLE**

This agreement shall be known as the "Witmore Enterprises Inc. Enterprise Agreement 2001 to 2003".

**3 APPLICATION OF THE AWARD**

This agreement shall operate and be read so as to operate in conjunction with the Australian Liquor, Hospitality & Miscellaneous Workers Union Supported Employment (Business Enterprises Award 1993, or any award made in succession thereof, and to the extent that the provisions of the award as amended from time to time are inconsistent with the provisions of this agreement, the provisions of this agreement shall apply to the extent of any inconsistencies.

The following clauses of the award are excluded from the provisions of this agreement;

- Clause 32 – Trade Union Training Leave
- Clause 42 – Right of Entry
- Clause 43 – Shop Steward, and
- Clause 44 – Preference

The rights of employees and employee organisations are dealt with and contained in the New South Wales Industrial Relations Act 1996, and will be adhered to by Witmore Enterprises Inc.

**4 ARRANGEMENT**

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**PART 1 - PURPOSE**

**1.1 Intention**

This is a single site agreement, which has been developed, through a process of consultation and reflects a commitment to developing a multi-skilled work force and achieving a flexible and more competitive enterprise.

Our intention, is to create an environment, which will encourage and support a highly skilled and committed work force, where participation and development of employees will be a priority, for the betterment of the individual and the business.

Work, will be organised to maximise the flexibility of the work force, while enabling employees to work to the limits of their skills and capabilities. There will be no artificial barriers, preventing employees from performing tasks, in which they have been trained.

The agreement, aims to further the objectives of Witmore Enterprises Inc. which is to:

- (a) Provide training and access to employment mainly for people with a disability with emphasis on encouraging employees, to move into open employment.

In doing so, Witmore Enterprises Incorporated, will endeavour to .....

- (i) work co-operatively with the community, agencies and government in developing and implementing planning, strategies, management and project based activity.
  - (ii) stimulate the development of disability services within Hunter region.
  - (iii) enhance the quality of employment of Witmore Enterprises Inc. employees.
- (b) In this agreement, these aims will be strengthened by.....
- (i) developing a team approach to all enterprise activity, which will enable any employee to perform, where required, any enterprise task for which that employee is suitably trained.
  - (ii) developing a workplace culture, characterised by structures, in which quality management responsibilities, are shared by all employees and in which multi-skilling and continuous skills development, together with the sharing of broad common goals among employees and management, are features of the workplace.
  - (iii) developing structures and procedures, which reflect the principles of employee consultation and participation by employees in the decision making processes.

**1.2 Duress**

The parties, agree that this agreement, was not entered into under duress and is in the interest of the parties to the agreement. Special arrangements have been made, to ensure that people with disabilities have been adequately consulted.

**1.3 Incidence**

This agreement, shall be binding upon....

- (a) Witmore Enterprises Inc. (hereafter referred to as ("**the Organisation**") of 23a Bishopgate Street, SINGLETON, NSW 2330 in respect of employees covered by this agreement; and
- (b) The employees of Witmore Enterprises Inc. (hereafter referred to as ("**the employees**") who are eligible for and in receipt of a Disability Support Pension and engaged in the classifications specified in Clause 3.1 Classifications of this agreement; and
- (c) The Australian Liquor, Hospitality and Miscellaneous Workers Union – Misc. Division, (hereafter referred to as ("**the Union**") its officers and members and persons eligible to be members of the Union employed by the organisation.

**1.4 Date and Period of Operation**

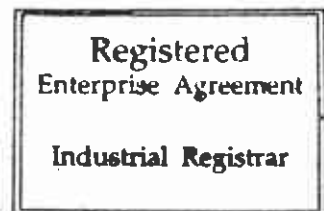
This agreement shall operate from the date of certification and shall remain in force until 31/12/2003.

**1.5 No Extra Claims**

No extra claims, including wage or allowance increases, shall be granted or claimed, other than those contained or provided herein for the duration of this agreement.

**1.6 Demarcations**

It is agreed, there will be no demarcations, other than those arising from individual levels of skill.



## **PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT**

### **2.1 Terms of Engagement**

Upon engagement, the organisation shall provide each new employee with a written Terms of Engagement encompassing a job description which shall specify the following information:

- (i) qualifications or experience required for the position  
lines of authority
  - accountabilities, functions and responsibilities
  - frequency and type of staff appraisal
  - terms and conditions of service.
- (ii) summary of the duties of the position, including a signed statement that the employee acknowledges and understands the provisions of the terms of engagement and will carry out other duties as required by the organisation.
- (iii) summary of requirements, if any, for the position which have been specified by the funding authority.
- (iv) commencement date and completion of the employee's contract of employment
  - employee's regular hours of work
  - employee's classification;
  - employee's rate of pay.
- (v) summary of the employee's training obligations.
- (vi) information about the Enterprise Agreement for which time will be made available for the employee to read. An advocate, friend and or family member will be requested to assist those employees unable to understand its content.
- (vii) any other information including the organisation's Policy and Procedures.

### **2.2 Engagement**

#### **2.2.1 Permanent Employees**

Except for casual, part-time and or seasonal employees, engagement shall be by the week.

#### **2.2.2 Part -Time Employees**

A part-time employee, shall mean a person, who works a specified number of regular days and hours being less than the number of days or hours worked, by permanent employees, in a four-week period. A part time employee, shall be paid a pro-rata proportion, of the full time weekly rate, applying to the classification, and shall be



entitled to all the benefits and conditions enjoyed by full-time employees on a pro-rata basis.

### **2.2.3 Casual Employees**

Casual employees, shall mean an employee, who is paid as such and engaged by the hour.

A casual employee, shall be paid a minimum of two hours, at the appropriate rate for each engagement. In addition to the hourly rate calculated, in accordance with this agreement applying to the employees classification, shall be paid twenty four per cent (24%) inclusive of the annual leave entitlement, pursuant to the Annual Holidays Act 1944.

Casual employees, will be engaged, only where there is an unforeseen, immediate and short-term need for such employment.

If the need to perform the tasks continues beyond the initial short-term period, the position, may be filled by part or full-time engagement.

### **2.2.4 Seasonal Employees**

A seasonal employee, shall mean a person engaged specifically to provide additional labour, during periods of identified operational needs.

A seasonal employee, may be engaged on either a permanent or part-time basis, but must be for a specific term.

## **2.3 Probationary Period**

A probationary period of three months, will apply to all new employees. During this period, the employee's performance will be monitored against the performance criteria contained in the relevant provision of "Clause 2.1 Terms of Engagement" with the employee, being advised regularly of their performance outcomes.

## **2.4 Termination of Employment**

In order to terminate the employment of an employee, the organisation shall give to the employee the following notice:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than 1 year	One week
More than 1 year but not more than 3 years	Two weeks
More than 3 years but not more than 5 years	Three weeks
More than 5 years	Four weeks

The period of notice is increased by one week if the employee is over 45 years of age and has completed at least 2 years continuous service with the organisation.

The notice of termination required to be given by an employee, shall be the same as that required of the organisation, except that there shall be no additional notice based on the age of the employee concerned.

By mutual arrangement between the parties, employees after having been given or have given notice, may leave their employment before the expiration of the notice period and receive wages up to the last day worked.

## **2.5 Performance of Work**

Employees will perform all work within their skill and competence, including work that may be peripheral and or incidental to their main task or function. Further, it is agreed that there will be no demarcations other than those arising from individual levels of skill, competence and training.

## **2.6 Summary Dismissal**

Notwithstanding the provisions of subclauses 2.3 and 2.4, the company shall have the right to dismiss any employee without notice, for serious misconduct, which justifies instant dismissal - including but not limited to - refusal of duty or failure to obey the OH&S Act and associated regulations, in which case the employee shall be paid up to the time of dismissal only

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## **PART 3 -DEFINITIONS, SKILL DEVELOPMENT, EDUCATION AND TRAINING**

### **3.1 Classifications**

All employees, of the organisation, shall have a basic knowledge and or shall undertake training in the following:

#### **Company Induction**

- ◆ Employees Handbook
- ◆ Conditions of employment and Industrial rights
- ◆ Introduction to supervisors and fellow workers
- ◆ Organisation policies and procedures
- ◆ Occupational Health and Safety policy
- ◆ Equal Employment Opportunity policy

#### **3.1.1 Skills Matrix and Job Models**

The required competencies (skills) of employees covered by this agreement are those contained in the attachment **SCHEDULE "B"** " Skills Matrix and Job Models"

The Job Models have been developed through a consultation and an assessment process with all employees and reflect all tasks to be undertaken within the organisation. Each Job Model has been assessed relevant to the skills required and placed within the Wage Level Structure contained in **SCHEDULE "A"**.

Each Job Model has specific identified skills (competencies) which an employee must have before they are eligible to be appointed to the Job Model level and paid as such.

It is acknowledged and agreed that the " Skills Matrix and Job Models" document may be varied from time to time by the organisation to meet changes in operational requirements or the introduction of new or altered processes or tasks.

#### **3.1.2 Skills Assessment**

All employees will be assessed against the competencies contained in **SCHEDULE "B"** Skills Matrix / Job Models of the agreement. The assessment system and process will be accordance with the procedures contained in **SCHEDULE "C"** Skills Assessment.

### **3.2 Skills Development**

The parties to this agreement are committed to providing for a more flexible working arrangement, improving the quality of working life, enhancing skills and job satisfaction, and assisting positively in employee development.

The organisation, recognises that appropriate training and development, is critical for all employees. Training and development will be directed towards a highly skilled and

productive work force, a supportive working environment designed to broaden an employee's skills base.

Every employee, will be given the opportunity to undertake training, subject to the requirements to maintain productivity levels, the skills needed within the organisation, the trainability of the employee concerned and the financial constraints of the organisation; and further the requirements of the Disability Service Standards.

The organisation will endeavour, to provide employees with career opportunities through appropriate training and education. Training programs will be structured to meet all current legislative requirements and where practicable, training, learning outcomes, assessment and certification will comply with the enterprise competency standards developed by the organisation and consistent with National Training Board principles.

### **3.2.1 Training**

Training is a feature of skills development, and where it is determined by the organisation that training is required it shall be so arranged to be included as part of an employee's normal working hours.

A structured induction program will introduce new employees to relevant aspects of the organisation and will aim to prepare them for their role and responsibilities.

A mechanism is in place, for identifying employee development and education needs. The mechanism will take account of such issues as employee appraisals, objectives of the organisation and quality assurance.

Employees will be provided with the opportunity to attend on-the-job training, in-service education and continuing education programs, which are appropriate to their work.

Employees, may be required to perform work, while primarily involving the skills of the employee's calling, are incidental or peripheral to the primary task, but will facilitate the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

### **3.2.2 Career Path Planning**

A career path structure will be made available to all employees, of the organisation. It will be based on the continual development of **SCHEDULE "B"** Skills Matrix / Job Models, and through the identification of skills held by employees and or required by the organisation. Career progress will be linked to skill development exercises, in-house on the job training and or off-site training with training providers and through the development of educational strategies.

**3.2.3 Progression**

An employee will be required to obtain the requisite skills nominated within a level, before advancing to that higher level.

**3.2.4 Performance Review**

A review, of an employee's performance, shall take place three months after commencement. A further review, shall take place six months after commencement and every six months thereafter.

Progression through the levels structure is dependant upon the aspirations of the employee and the needs within the structure of the organisation.



## **PART 4 - WAGES AND ALLOWANCES**

### **4.1 Remuneration**

The minimum rates of pay for employees covered by this agreement are those contained in the attachment **SCHEDULE "A" Competency Based Wage System**. The rates of pay recognise and compensate the flexible arrangement within the workforce in relation to the way employees utilise the skills they possess.

Assessment of employees from the current classification structure to the agreement levels structure shall be conducted in accordance with the procedures contained in **SCHEDULE "C" Skills Assessment**. Assessment shall be undertaken by organisation personal and/or an independent assessor (with the appropriate workplace assessor qualification)

Saving clause shall apply to current rates of pay so that no current employee shall receive less than they would receive prior to the approval of the agreement.

### **4.2 Performance Based Wages (Level 5, Wage Structure)**

Both the organisation and employees agree the ability to utilise skills possessed to a higher level of performance and productivity are fundamental to increases in remuneration.

The organisation also recognises the work performance of individual employees and the commitment of individual employees to increase performance, productivity and their level of skill.

To this extent Level 5 contained in **SCHEDULE "A" Competency Based Wage System** provides a mechanism for individual employees to achieve increases in remuneration based on the performance at a higher level of skill.

Employees who have progressed to Level 4, of the Wage Structure and are recognised by the organisation to be performing at a higher level of skill will be assessed by the organisation in accordance with **SCHEDULE "C" Skills Assessment**. The assessment will assess the level of skill, performance and productivity of the employee against a predetermined criteria. Such criteria shall include but is not limited to;

- Leadership Skills
- Overall Work Performance
- Productivity (Output)
- Formal Qualifications
- Level of Skill Obtained
- Adaptability
- Initiative
- Behavioural Competencies



Following assessment, a wage rate will be determined by the organisation within the wage range contained in Level 5.

#### **4.3 Wage Increase**

The organisation recognises the need for employees to keep up with the cost of living and to have an incentive which will motivate them to achieve their full potential. To this extent employees will receive a six (6%) percent increase in wages over the life of the agreement. A three (3%) percent increase will be paid on the first anniversary of the approval of the agreement with a further three (3%) percent paid on the second anniversary of the approval of the agreement.

#### **4.4 Overtime**

The organisation may require an employee to work a reasonable amount of overtime as and when required. The amount of overtime worked, may vary according to work loads and organisation needs. The working of overtime shall be mutually agreed between the parties.

In the computation of overtime, each day shall stand-alone. For the purposes of this clause, a day shall mean "from the commencement of one ordinary shift to the commencement of the next ordinary shift".

##### **4.4.1 Monday to Saturday**

For all work done outside ordinary hours, the rate of pay shall be time and one half, for the first two hours and double time thereafter. Such double time is to continue, until the completion of the overtime work.

##### **4.4.2 Sunday and Holidays**

An employee shall be paid at the rate of double time, for all work done on Sundays, such double time, to continue, until the completion of the Sunday overtime work. All time worked on public holidays, shall be paid for at the rate of double time and one half, with a minimum of four hours at the appropriate rate of pay. Such payment shall be in substitution for and not cumulative upon provisions of Clause 6.7 **Public Holidays** of this agreement.

##### **4.4.3 Banking of Overtime (Time of in lieu)**

With the agreement of the organisation an employee may work overtime and bank the hours worked (at single time) to be taken as time off in lieu of ordinary hours worked. An employee who has banked overtime and wishes to take time off in lieu must do so at a time convenient to the organisation and the employee concerned.

Overtime may be banked up to a maximum of twenty hours and taken as time off in-lieu within three months of the overtime being worked.

If an employee has not taken time off in lieu within the three-month period he/she shall be paid, the overtime so worked at the appropriate overtime rates.

#### **4.5 Payment of Wages**

Wages shall be paid weekly, using the current direct banking wage system.

The selected pay day, shall not be changed without agreement of the majority of employees and the company.

Upon termination of employment, wages due to an employee shall be paid by the direct bank wage system on the next working day.

The company may deduct from amounts due to an employee, such amounts, as are authorised in writing, by the said employee.

#### **4.6 Meal Allowance**

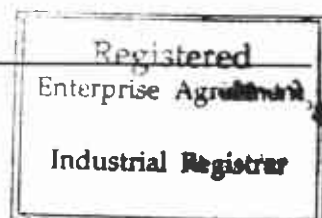
An employee required to work overtime for more than two (2) hours after his/her ordinary ceasing time and who has not been notified on the immediately preceding working day that he or she would be required to work such overtime, shall be paid an allowance as set out in "SCHEDULE A" Meal Allowance of this agreement.

Provided that where the company provides a suitable meal for the employees, no allowance shall be payable.

#### **4.7 Motor Allowance**

An employee, who by agreement is required to use his/her own motor vehicle on company business shall be paid an allowance in accordance with "SCHEDULE A" Motor Allowance of this agreement for each kilometre travelled. Provided....

- (i) the driver is the holder of a current valid RTA motor vehicle licence
- (ii) the motor vehicle, meets all the requirements of the Motor Traffic Act including, registration, and CTP insurance
  
- (ii) comprehensive motor vehicle insurance.





**PART 5 - HOURS OF WORK**

**5.1 Ordinary Hours of Work**

The ordinary hours of work for employees covered by this agreement excluding meal breaks shall be an average of thirty five (35) per week, over a four week cycle with no more than eight (8) hours worked on any one day.

Generally the ordinary hours worked by the employees shall be thirty five (35) hours per week between 8am and 4pm Monday to Friday.

The hours worked and the starting and finishing times may be altered by mutual agreement between the organisation and the majority of employees concerned provided reasonable notice has been given by either party of the change of hours.

**5.2 Spread of Hours**

The ordinary hours of work prescribed in this agreement may be worked on any of all of the days Monday to Saturday between the hours of 6am and 6pm except for meal breaks which will be taken by mutual agreement between the organisation and the majority of the employees concerned.

**5.3 Saturday Ordinary Time Work**

Saturday ordinary time work will be restricted to mutual arrangements, between the organisation and individual employees, involved when and/or if required.

**5.4 Meal Breaks**

An unpaid meal break of not less than one (1) hour will be taken according to the dictates of work requirements, but no greater than five (5) hours after the normal starting time of an employee.

**5.5 Rest Pause ( Morning Tea)**

A fifteen minute sustenance break will be provided without loss of pay at a time agreed between the organisation and the employees taking into consideration the work requirements and within three (3) hours of the employee's normal starting time at any particular location.



**PART 6 - LEAVE**

**6.1 Sick Leave**

Employees, working 5 days per week shall be entitled to eight (8) days sick leave per year on full pay.

The payment of sick leave shall be subject to the production of a medical certificate or other evidence satisfactory to the organisation (which may include a statutory declaration) following:

- (a) after one (1) single day absence and or where an apparent pattern of absenteeism has been observed; or
- (b) after two (2) single days absences in any entitlement year; or
- (c) one (1) day before or after a public holiday.

Employees shall inform his/her immediate supervisor where practical, within two (2) hours of the employee's normal commencement time of such inability to attend for duty, and as far as practicable state the nature of the illness and or injury and the estimated duration of absence.

Where the employee does not notify the organisation of the employee's inability to attend for duty in accordance with this clause the said employee may not, at the discretion of the organisation be entitled to payment for the first day of such absence.

Any portion of sick leave entitlement not taken in any one year, shall be cumulative from year to year to a maximum of ten (10) weeks sick leave.

The payment for any absence on sick leave in accordance with this clause during the first three (3) months of employment of an employee may be withheld by the organisation until the employee completes such three (3) months of employment at which time the payment shall be made.

**6.2 Family Leave**

Upon application by an employee, leave may be granted for the care of ill or injured immediate family members.

An immediate family member is identified as follows.....

- (a) a spouse of the employee
- (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 though not legally married to that person

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- (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
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis
- (e) a relative of the employee who is a member of the same household; where for the purposes of this paragraph
  - (i) 'Relative' means a person relative by blood, marriage or affinity
  - (ii) 'Affinity' means a relationship that one spouse because of marriage has to look after relatives of the other
  - (iii) 'Household' means a family group living in the same domestic dwelling.

Leave granted in accordance to this clause shall be deducted from the employee's sick leave entitlement.

### **6.3 Annual Leave**

#### **6.3.1 Entitlement**

See Annual Holidays Act, 1944.

Except where altered to grant additional leave privileges the Annual Holidays Act, 1944 as amended, shall apply in all respects.

#### **6.3.2 Annual Holiday Loading**

During the period of annual leave, an employee shall be entitled and receive a loading of 17.5 per cent, calculated on the weekly ordinary rate of pay for the employee. Leave loading, will be payable on all annual leave due, but not on accrued annual leave.

If an employees service is terminated by the organisation the said employee shall be entitled to payment of Annual Leave Loading on all leave entitlements including accrued leave provided the employee has completed at least six (6 ) months continuous service with the organisation.

No payment will be payable for accrued annual leave if the employee is terminated pursuant to Clause 2.6 Summary Dismissal of this agreement or resigns from the organisation.

**6.4 Long Service Leave**

Long Service Leave shall be in accordance with the New South Wales "Long Service Leave Act, 1995" as amended.

**6.5 Bereavement Leave**

An employee shall, on the death of a spouse, parent, child, step-child, brother, sister, grandparent, grandchild or parent-in-law, be entitled to leave up to and including the day of the funeral. Such leave shall be without deduction of pay, from a period not exceeding the number of hours worked by the employee in two (2) ordinary day's work. In addition an employee will be entitled to one (1) day's unpaid bereavement leave.

Reasonable proof of such death, shall be furnished by the employee, to his/her employer.

**6.6 Compassionate Leave**

Paid/unpaid leave in excess of the provisions of clause 6.2 Family Leave of this agreement or where genuine need or hardship arises, may be granted. The approval and length of the leave will be at the discretion of the organisation.

**6.7 Public Holidays**

Public Holidays shall be those gazetted as a public holiday throughout the State of New South Wales. These holidays include: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day and Picnic Day.

All permanent employees will be granted such holidays without deduction of pay.

**6.7.1 Absent Without Leave**

An employee absent without notifying the company on the day before or the day after any public holiday shall forfeit wages for the day of the absence as well as for the public holiday.

Where the organisation is satisfied that the employee's absence was caused through illness or other acceptable reason(s), wages shall not be forfeited for the holiday. Provided that an employee absent either before or after a group of holidays, shall forfeit wages for only one (1) public holiday as well as the period of absence.

Where an employee, is required to work on a public holiday and is absent without a reasonable excuse or without consent of the organisation, the employee, shall not be entitled to payment, for the public holiday.

**6.8 Jury Service**

An employee, required to attend for jury service, during their ordinary working hours, shall be reimbursed by the organisation an amount equal to the difference between the amount paid, in respect of their attendance, for such jury service and the amount of wages, they would have received in respect of the ordinary time, they would have worked, had they not been on jury service.

Employees shall notify the organisation as soon as possible of the date(s) upon which they are required to attend for jury service. Further, the employee concerned shall give written confirmation of the amount of payment received, and the duration of the attendance in respect of such jury service.

**6.9 Parental Leave**

Parental leave will be in accordance with Chapter 2, Part 4, Division 1, Parental Leave, of the New South Wales Industrial Relations Act 1996.

**6.10 Leave Without Pay**

Special leave without pay for a limited period, may be granted on application by an employee. Such leave shall be at the discretion of the organisation.

## **PART 7 – ORGANISATION POLICY AND PROCEDURES**

### **7.1 Avoidance of Disputes Policy and Procedure**

To ensure the orderly conduct of and speedy resolution of disagreements, disputes or occupational health and safety concerns, the following Resolution Procedure shall apply.

The object of the procedure is to promote the resolution of issues and disagreements through consultation, co-operation and discussion between employees (or employee representative) and their respective supervisors.

This procedure is based upon the recognition and development of the relationship between supervisors and their employees.

#### **7.1.1 Procedure Principles**

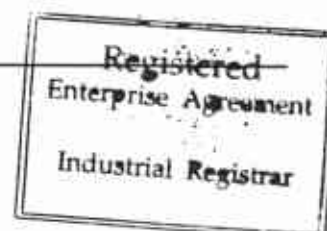
The procedure is designed to resolve any disagreement, dispute or occupational health and safety concerns in a fair manner and is based upon the following principles.

- (a) Commitment by the parties to observe procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or concern which may give rise to a disagreement or dispute.
- (b) Throughout all stages of this procedure, all relevant facts shall be clearly identified and recorded where necessary.
- (c) Realistic time limits shall allow for the completion of the various stages of the discussions.
- (d) Emphasis shall be placed on an in-house settlement of issues brought about through consultation. However, if in-house consultation and negotiation is exhausted without resolution of the disagreement or dispute, the parties shall jointly or individually refer the matter to the New South Wales Industrial Relations Commission for assistance in resolving the dispute.
- (e) To achieve the peaceful resolution of issues the parties shall be committed to avoid stoppages of work, lockouts, or any other bans or limitations on the performance of work whilst the procedure of consultation, negotiation, conciliation and arbitration is being followed.

#### **7.1.2 Resolution Procedure**

##### **Stage one**

The employee, with the issue or concern, will discuss the matter with the employee's immediate supervisor.



The supervisor, will set aside time to hear the issue of concern, in a private discussion with the employee, the employee's representative and/or a third party observer, and after consideration (48 hours maximum) provide a comprehensive answer to the employee. The issue or concern and the answer provided by the supervisor shall be recorded.

#### **Stage two**

In the event of the employee not being satisfied with the answer provided, he/she will advise their supervisor who will arrange a meeting with the Manager (same procedure as Stage one paragraph 2). All relevant facts shall be clearly recorded.

#### **Stage three**

In the event that the matter is still not resolved, it will be referred to the Management Committee or their representative, who will convene a meeting, with all the people previously involved in the matter, including an advocate of the employee's choice - if requested - to reconsider the issue or concern and the answers given thus far.

All relevant facts shall be clearly recorded.

The same procedure as set out in Stage one and Stage two will be adopted with all relevant facts being clearly recorded.

#### **Stage four**

If no negotiated settlement can be achieved and the process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the New South Wales Industrial Relations Commission for assistance in resolving the dispute. At any meeting convened by the Commission, the parties will use their best endeavours to resolve the matter by conciliation. If the matter cannot be settled by conciliation the parties agree to have the matter arbitrated.

### **7.2 Disciplinary Policy and Procedures**

The objective of the disciplinary policy and procedures is to ensure that all matters relating to employee work performance and conduct are dealt with promptly, investigated thoroughly, considered reasonably and handled fairly and consistently and to encourage and improve employee work performance and conduct.

#### **7.2.1 Definitions**

Unsatisfactory work performance is the failure to perform the requirements of a position at an acceptable standard or level of competence. Examples of unsatisfactory work performance may include unsafe work practices, excessive absenteeism or lateness, low productivity or inefficiency, negligence or uncooperative behaviour.

Unsatisfactory conduct is failure to observe the organisation policies and procedures.

The organisation regards the following actions as constituting serious misconduct and justifying instant dismissal, falsifying the organisation records, dishonesty, fighting, drunkenness, being under the influence of or in possession of illegal drugs at work, theft of the organisation's property and wilful refusal of duty.

### **7.2.2 Unsatisfactory Work Performance or Conduct**

In relation to instances of unsatisfactory work performance or conduct the following procedure will be followed:

#### **Step 1: Counselling/Verbal Warning**

This is an opportunity to bring the performance or conduct which is unacceptable to the attention of the employee concerned, to establish the reasons for the unacceptable behaviour and to establish whether the organisation can provide any assistance to the employee to avoid it occurring in further instances.

During the initial counselling session the counsellor in the presence of the Union if requested and/or the parent/guardian or advocate should:

- (a) Discuss the unacceptable performance or conduct identified with the employee and outline the standard of work performance or conduct which is required.
- (b) Give the employee an opportunity to respond to the allegations made and provide an explanation. (If the explanation given is justifiable, no further disciplinary action should be taken.)
- (c) Agree on a specific action to be taken to remedy the situation and set a date for review.
- (d) Warn the employee that failure to improve will result in further disciplinary action being taken.

The counselling/disciplinary interview record should be completed and kept on the employee's file.

#### **Step 2: First Written Warning**

If by the review date established in the initial counselling session, the employee's work performance or conduct has not improved, a second interview should be arranged which may lead to a first written warning being issued.

During the second counselling session the counsellor in the presence of the Union if requested and/or the parent/guardian or advocate should:

- (a) Restate the unsatisfactory work performance or conduct identified.
- (b) Restate the agreed corrective actions identified at the previous session including establishing a date for review.



- (c) Give the employee an opportunity to defend him/herself against the allegations made, (again, if the explanation is satisfactory, no further disciplinary action should be taken).
- (d) If the employee's explanation is not acceptable, indicate to the employee that he/she is to be issued with a first written warning.
- (e) Agree on specific action to be taken to remedy the problem and set a date for review.
- (f) Warn the employee that failure to improve will result in further disciplinary action being taken, which could ultimately lead to dismissal.

The counselling/disciplinary interview record should be completed and kept on the employee's file. Once the written warning is completed and authorised by the Manager, and if agreed it should be signed by all parties (including witnesses). The employee should be issued a copy in the presence of a witness and informed that it will be entered on his/her record.

**Step 3: Final Written Warning**

If by the review date established in the second interview session, the employee's work performance or conduct has still not improved, another interview should be arranged which may lead to a final written warning being issued.

During the third counselling session the counsellor in the presence of a third party observer should:

- (a) Again restate the unsatisfactory work performance or conduct identified and refer to previous interview sessions including the agreed corrective actions and review date set.
- (b) Give the employee an opportunity to defend him/herself against the allegations made. (Again, if the explanation is satisfactory, no further disciplinary action should be taken.)
- (c) If the employee's explanation is not acceptable, indicate to the employee that he/she is to be issued a final written warning.
- (d) Agree on specific action to be taken to remedy the problem and set a date for review.
- (e) Warn the employee that failure to improve will result in dismissal.

The counselling/disciplinary interview record should be completed and kept on the employee's file. Once the final written warning is completed and authorised by the Manager, it should be signed by all parties (including witnesses). The employee should be issued a copy in the presence of a witness and informed that it will be recorded on his/her record.

**Step 4: Termination**

If the employee's performance does not improve to an acceptable standard or there is a repeated occurrence of the unacceptable conduct identified, a further interview should be arranged, subject to the approval of the Manager, which may lead to dismissal.

The interviewer should:

- (a) Advise the employee of the reason for the proposed dismissal.
- (b) Discuss the employee's employment history, including records of prior counselling sessions and or warnings.
- (c) Ensure the employee has had an adequate opportunity to defend him/herself.
- (d) Explore whether any reasonable alternatives to termination exist.

If the decision is made to dismiss the employee, the employee must be provided with written advice of the termination of his/her employment with the organisation and the effective time and date. If the employee requests that the reason for termination is given in writing or a certificate of employment identifying the period of employment and duties performed, such documentation should be provided.

**7.2.3 Serious Misconduct**

As soon as an instance of serious misconduct comes to the attention of the Manager, the following procedure will be followed:

**Step 1**

Investigate fully all circumstances surrounding the alleged misconduct. This must include interviewing witnesses and reviewing the employee's employment record. Record all information received.

**Step 2**

If the investigations appear to substantiate the allegations, interview the employee(s) concerned with a witness present. Ensure the employee is given clear details of the allegations and given the opportunity to explain or defend him/herself with the assistance of another person, if requested.

**Step 3**

If the employee's defence or explanation can not be substantiated or is not acceptable and the serious misconduct substantiated by witnesses justifies termination, the termination must be communicated to the employee at the time of the termination. Termination for serious misconduct does not require notice or compensation in lieu of

notice. Termination without notice must not be proceeded with unless authorised by the Manager.

#### **Step 4**

If requested, the employee should also receive a certificate of employment detailing their period of service and nature of duties performed and a written reason for termination.

### **7.3 Managing Challenging Behaviour**

Where a situation warrants dismissal or severe discipline of a employee with a disability, an option of the organisation, subject to investigation is to suspend the supported employee from duty without pay.

Such suspension shall be regarded as appropriate for the protection of the individual, the safety of other persons or the protection of the commercial trading reputation of the organisation.

Every effort shall be made to ensure the supported employee concerned understands the reason for the suspension. A program of support and training will be offered on the return to work of the employee. Any suspension will be seen as a constructive and positive step towards the resolution of the problem.

The period of suspension shall be determined by the organisation in consultation with the employee and/or their advocate but shall not exceed four (4) weeks.

### **7.4 Equal Employment Opportunity**

The organisation is an equal opportunity employer. All employees (and prospective employees) are treated on their merits, without regard to race, age, sex, marital status, or an other factor not applicable to the position. Employees are valued according to how well they perform their duties and their ability and enthusiasm to maintain the organisation standards.

**PART 8 - OCCUPATIONAL HEALTH AND SAFETY**

**8.1 Protective Clothing and Safety Equipment**

The organisation shall provide, free of charge to employees, protective clothing and safety equipment in work situations where such provisions may be required under the Occupational Health and Safety Act or associated regulations.

All protective clothing and safety equipment issued shall remain the property of the organisation and shall be returned where required on termination of employment.

Employees engaged in carrying out work for which protective clothing and/or safety equipment is required shall be obliged to wear or use such equipment supplied.

**8.2 Worker's Compensation**

Workers' compensation shall be in accordance with the New South Wales "Workers Compensation Act, 1987 as amended.

Occupational rehabilitation shall be made available where practicable, to all employees who sustain injury or illness at work and thereby assist them to return to full and gainful employment. Employees may choose a qualified rehabilitation provider to assist in the rehabilitation process.

**8.3 First Aid**

The organisation shall provide and maintain a suitable first aid outfit in accordance with the Occupational Health and Safety (First Aid) Regulations 1989, which shall be available to employees and - where practicable - a qualified first aid person for each work location shall be appointed by the organisation.

**8.4 Inclement Weather**

Employees will not be asked or expected to work in situations where health or safety is compromised.

Where a decision by a supervisor is taken that the conditions are such as not to compromise health or safety and work proceeds, the position is to be kept under review by the team leader in consultation with the other employees.

In any case, where work continues throughout the day in inclement weather, work may cease two hours earlier than the usual finishing time without loss of pay, and employees will be entitled to leave the site.

The operation of this clause is to be monitored by the organisation during the initial three months of this Agreement.

Nothing in this clause shall limit the responsibility as prescribed under the Occupational Health and Safety Act.

**8.5 Drinking Water**

Wholesome and fresh drinking water shall be made available at all work sites as defined by the organisation.

**PART 9 - MISCELLANEOUS**

**9.1 Superannuation**

The subject of Superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry Supervision Act 1993*, and the *Superannuation Resolution of Complaints Act 1993*.

The organisation shall provide a superannuation contribution on behalf of each employee an amount required by the relevant legislation.

Contributions shall be paid into each employee's account of an eligible fund nominated by the organisation.

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**PART 10 – SIGNATORIES TO AGREEMENT**

SIGNED FOR AND ON BEHALF OF

**Witmore Enterprises Inc.**

Name: *David Wake*  
Title: *General Manager*

**WITNESSED BY:-**

Name: *K. Burr*  
Title: *J. P. REG NO 197601021*

Dated this *28* day of *AUGUST* 2001.

**SIGNED BY**

The Australian Liquor , Hospitality and Miscellaneous Workers Union – Misc. Division on behalf of employees who are members of , or are eligible to be members of the Union.

Name: *Cheryl Barratt*  
Title: *EMPLOYEE/TEAM LEADER*

**WITNESSED BY:**

Name: *K. Burr*  
Title: *J. P. REG NO 197601021*

Dated this *28* day of *AUGUST* 2001.



## SCHEDULE " A "

### COMPETENCY BASED WAGE SYSTEM

The Competency Based Wage System is designed to remunerate employees in a fair and equitable manner and is based on the acquisition of, and the use of competencies (*skills*).

The purpose is to provide an equitable method of reward for employees with developmental disabilities who have medium to high support needs.

The system recognises individual achievements and facilitates opportunities for progression to high wage levels through the development of tasks skills, work associated competencies and productivity.

There are three distinct areas of work performance that are assessed (*see Schedule "C"*) within the competency based system and remunerated. They are:

1. **Task Skills** – Specific skills undertaken, to directly complete a job.
2. **Work Associated Competencies** – General vocational skills necessary to maintain successful employment. These skills could include punctuality, working consistently and team work. The need for work associated competencies is a determining factor of a supported employee's wages. It is also a key factor for employees with a disability to have a mix of social, work behavior and vocational skills to successfully proceed to open and/or self-employment opportunities.
3. **Productivity** – For people with a disability this is generally measured against levels of outputs generated by peers undertaking similar tasks, opposed to the more traditional measures of productivity for people without a disability, which are measured against pre-determined outputs established by management.

The percentage of Award wages contained in the table below represents the average productivity levels generated by employees with a disability. It is calculated by the measurement of the performance of those employees with the skills at the respective levels, against the productivity set by the organisation and able to be achieved by an employee without a disability.

The Competency Based Wage System is the first stage of a three step wages continuum towards open and/or self employment. The three stages are:

- Competency Based Wages
- Supported Wages (*Working with host employers*)
- Award Wages (*Open and/or self employment*)



This enables effective goals for all participants to be set as part of the Vocational Identification Plan (VIP) process and facilitates clear career paths available for all employees with a disability.

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**SUPPORTED EMPLOYEE'S WAGE STRUCTURE**

The minimum wage rates contained in the table below refer to the wage rates for a week comprising thirty-five (35) hour work.

Wage Level	Competencies Required	Hourly Rate \$	Weekly Rate \$	% of Award Wage \$ 380.76
Intro.	<ul style="list-style-type: none"> <li>Introductory (<i>New Starter or High Support Needs</i>)</li> <li>Workplace standards – Modules 1 – 10</li> <li>General workplace production vocational skills</li> </ul>	1.63	57.11	15%
1	<ul style="list-style-type: none"> <li>Selection of paint colours</li> <li>Painting wood survey pegs with a brush and roller</li> <li>Selecting and paint colour tips on wood survey pegs</li> <li>Bundling wood survey pegs with an electric strapping machine</li> <li>Watering using hand held hose.</li> </ul>	1.90	66.63	17.5%
2	<ul style="list-style-type: none"> <li>All skills at levels, Introductory to Level 1</li> <li>Pre-start safety checks, operating, cleaning and storing of a Low Pressure – Spray Gun</li> <li>Marking, cutting and assemble of plastic mine explosion cones</li> <li>Concrete moulds preparation, mixing, removal and storage.</li> </ul>	2.18	76.15	20%
3	<ul style="list-style-type: none"> <li>All skills at levels, Introductory to Level 2</li> <li>Pre-start safety checks, operating and storage of a push mower.</li> <li>Pre-start safety checks, operating and storage of brush cutter.</li> <li>Re-start safety checks, operating and storage of a Vac/Blower.</li> <li>Bagging of cut grass and cuttings.</li> </ul>	2.45	85.67	22.5%
4	<ul style="list-style-type: none"> <li>All skills at levels, Introductory to Level 3.</li> <li>Pre-start safety check, operation and storage of a ride-on-mower.</li> <li>Basic customer services and office skills.</li> <li>Basic numeracy and literacy skills.</li> <li>OH&amp;S Committee training.</li> </ul>	2.72	95.19	25%

**PERFORMANCE BASED WAGE LEVEL**

5	<ul style="list-style-type: none"> <li>All skills at levels, Introductory to Level 4.</li> <li>Supervision skills</li> <li>Assist a supervisor with basic task skills, presentations, grievances and quality control.</li> <li>Working un-supervised and out of business hours when required.</li> </ul>	2.83 to 10.87	99.00 to 380.76	26% to 100%
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Percentage of Award Wage refers to the rate of pay at Grade 1 (\$ 413.40) contained in the Australian Liquor, Hospitality & Miscellaneous Workers Union Supported Employment (Business Enterprises) Award 1993.

**ALLOWANCES**

<b>ALLOWANCE</b>	<b>AMOUNT</b>
Meal Allowance	\$ 7.80 per meal.
Motor Allowance	\$ as per award provision.

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SCHEDULE "B"

SKILLS MATRIX AND JOB MODELS

WORK GROUP LEVEL	GENERAL SKILL REQUIREMENTS	CORE SKILLS (All persons must attain) (these skills)	TASK SPECIFIC SKILLS
ENTRY LEVEL	<p><i>(All persons must attain these skills)</i></p> <p>Introductory Level (New Starter)</p>	<ul style="list-style-type: none"> <li>◆ Workplace Standards – Modules 1 – 10 Eg. Punctuality, hygiene, behaviour and teamwork.</li> </ul>	<ul style="list-style-type: none"> <li>◆ Elementary workplace production skills</li> </ul>
GRADE 1	<p><i>(All introductory Level plus)</i></p> <p>An employee, at this level performs a range of varied but simple tasks, using well established techniques and practices under direct supervision, either individually, or in a team environment. The employee will exercise skills beyond those of an Introductory Level employee and undertakes additional training, to enable the employee, to progress to Grade 2.</p> <p>An employee, appointed to this level, may be required to perform any of the duties of a Introductory Level employee and any of the duties associated with this position, for which they have been trained.</p>	<ul style="list-style-type: none"> <li>◆ Meet industry requirements (RHU CORE 1A)</li> <li>◆ Meet workplace health and safety requirements (RHU CORE 2A)</li> <li>◆ Basic communications skills</li> <li>◆ Fold &amp; Collate newsletters</li> </ul>	<p><b>Ground Maintenance</b></p> <ul style="list-style-type: none"> <li>◆ Basic ground maintenance (eg. Rake broom, shovel, fork, collect &amp; bag grass)</li> <li>◆ Load/Unload vehicles</li> </ul> <p><b>Concreting</b></p> <ul style="list-style-type: none"> <li>◆ Preparation of raw materials for concreting</li> <li>◆ Preparation of moulds for concreting</li> </ul> <p><b>Painting</b></p> <ul style="list-style-type: none"> <li>◆ Basic hand painting</li> <li>◆ Select appropriate paint</li> <li>◆ Clean up painting equipment</li> <li>◆ Load/unload, stack &amp; safe handling of pegs</li> </ul> <p><b>General Duties</b></p> <ul style="list-style-type: none"> <li>◆ Fold &amp; collate newsletters</li> <li>◆ Assemble danger tags</li> </ul>
GRADE 2	<p><i>(All previous levels plus)</i></p> <p>An employee, at this level, performs a range of varied but simple tasks above those of a Grade 1 employee, using well-established techniques and practices, under direct supervision individually or in a team environment. The employee will exercise skills beyond those of a Grade 1 employee and undertakes additional training, to enable the employee to progress to Grade 3.</p> <p>An employee, appointed to this level, may be required to perform any of the duties of a Grade</p>	<ul style="list-style-type: none"> <li>◆ Identify hazards</li> <li>◆ Work in team environment</li> <li>◆ Basic Quality Control</li> </ul>	<p><b>Ground Maintenance</b></p> <ul style="list-style-type: none"> <li>◆ Pre-start checks for equipment</li> <li>◆ Attach trailer to vehicle</li> <li>◆ Provide Turf Care (RUH HRT 104A)</li> <li>◆ Operate Blower/Vac</li> <li>◆ Use hand tools</li> </ul> <p><b>Concreting</b></p> <ul style="list-style-type: none"> <li>◆ Remove and store concrete products</li> </ul> <p><b>Painting</b></p>

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	1 employee and any of the duties associated with this position for which he/she has been trained.		<ul style="list-style-type: none"> <li>◆ Paint tips by hand</li> <li>◆ Select appropriate colours for painting</li> <li>◆ Decant paint from container</li> <li>◆ Bundle survey pegs</li> <li>◆ <b>General Duties</b></li> <li>◆ Stock storage</li> <li>◆ Storage of equipment</li> </ul>
<b>GRADE 3</b>	<p><i>(All previous levels plus)</i></p> <p>An employee, at this level, performs a range of varied tasks above those of a Grade 2 employee, using well-established techniques and practices, under direct supervision individually or in a team environment. The employee will exercise skills beyond those of a Grade 2 employee and is undertaking additional training, to enable the employee to progress to a Grade 4 employee.</p> <p>An employee, appointed to this level, may be required to perform any of the duties of a Grade 2 employee and any of the duties associated with this position for which they have been trained.</p>	<ul style="list-style-type: none"> <li>◆ Elementary knowledge of Policies &amp; Procedures</li> <li>◆ Demonstrate initiative</li> <li>◆ Site Induction (Modified)</li> <li>◆ Maintain the work environment (RUH HRT 109A)</li> </ul>	<p><b>Ground Maintenance</b></p> <ul style="list-style-type: none"> <li>◆ Operate Brushcutter</li> <li>◆ Operate motorised edger</li> <li>◆ Basic general maintenance</li> <li>◆ Attach delineators</li> <li>◆ Provide planted area care (RUH HRT 106A)</li> </ul> <p><b>Concreting</b></p> <ul style="list-style-type: none"> <li>◆ Mix concrete</li> <li>◆ Pour and finish concrete</li> </ul> <p><b>General Duties</b></p> <ul style="list-style-type: none"> <li>◆ Safe handling of chemicals</li> <li>◆ Use hand held power tools</li> </ul>
<b>GRADE 4</b>	<p><i>(All previous levels plus)</i></p> <p>An employee, at this level, performs a range of varied tasks above those of Grade 3 using well-established techniques and practices, under minimal supervision individually or in a team environment. The employee will exercise skills beyond those of a Grade 3 employee and undertakes additional training, to enable the employee to progress to Grade 5.</p> <p>An employee, appointed to this level, may be required to perform any of the duties of a Grade 3 employee and any of the duties associated with this position for which they have been trained.</p>	<ul style="list-style-type: none"> <li>◆ Basic customer service skills</li> <li>◆ Basic office procedures</li> <li>◆ Occupational Health &amp; Safety Committee qualified</li> <li>◆ Work with minimal supervision</li> <li>◆ Basic supervision skills</li> </ul>	<p><b>Ground Maintenance</b></p> <ul style="list-style-type: none"> <li>◆ Basic pruning</li> <li>◆ Operate ride on vehicle (RUH HRT 113A)</li> <li>◆ Operate spray equipment</li> <li>◆ Spray chemical</li> </ul> <p><b>General Duties</b></p> <ul style="list-style-type: none"> <li>◆ Fabricate blasting cones</li> <li>◆ Assemble blasting cones</li> </ul>
<b>PERFORMANCE BASED SKILL LEVEL</b>			
<b>GRADE 5</b>	<p><i>(All previous levels plus)</i></p> <p>An employee appointed to this level will perform their allocated tasks at a higher level of skill and productivity to employees at lower Grades. To this extent Grade 5 provides a mechanism for individual employees to achieve increases in remuneration based on the performance at a higher level of skill.</p> <p>Employees who have progressed to Grade 4, and are recognised by the organisation to be performing at a higher level of skill will be assessed by the organisation in accordance with</p>	<ul style="list-style-type: none"> <li>◆ Quality Control</li> <li>◆ Plan daily work routines (RUH HRT 204A)</li> <li>◆ Communicate in the workplace (RUH COR 6A)</li> <li>◆ Use hazardous substances safely (RUH COR 3A)</li> <li>◆ Co-operate in the workplace (RUH HRT 4A)</li> <li>◆ Act in an Emergency (RUH COR 5A)</li> </ul>	<p><b>General Duties</b></p> <ul style="list-style-type: none"> <li>◆ Operate equipment &amp; machinery</li> <li>◆ Operate and maintain powered spray unit</li> <li>◆ Complete site inductions – unmodified &amp; unassisted.</li> </ul>



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	<p>SCHEDULE "C" Skills Assessment. The assessment is to be conducted by a workplace assessor nominated by the organisation and will assess the level of skill, performance and productivity of the employee against predetermined criteria. (Refer to Clause 4.2 Performance Based Wages of the agreement.</p>	<ul style="list-style-type: none"> <li>◆ Provide work site support (RUH HRT 103 A)</li> <li>◆ Supervisory skills</li> </ul>	
<p><b>WORK GROUP LEVEL</b></p>		<p><b>CORE SKILLS</b> (All persons must attain) (these skills)</p>	<p><b>TASK SPECIFIC SKILLS</b></p>

**NOTE:** *National Training Information Service Competency Standards codes have been used where known.*

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## SCHEDULE " C "

### SKILLS ASSESSMENT

All employees will be assessed against the competencies (*skills*) contained in SCHEDULE "B" Skills Matrix / Job Models of the agreement. The assessment will be conducted during the first three months of the term of the agreement. Prior to the assessment each employee will be placed onto the most appropriate transitional level pending the outcome of the assessment. The employee(s) transitional level will be established taking into consideration the employees current, skills and wage against the skills and wage levels contained in the agreement.

#### Assessment in a Competency-Based System

Assessment in a competency-based system is the assessment of a person's competency (*skill*) against prescribed standards of performance. The key concepts are *competency* and *assessment*. Both *competency* and *assessment* have the standard meanings as those described by the National Training Board.

#### **Definition of Competency**

Competency comprises the specification of knowledge and skill and the application of that knowledge and skill to the standard of performance required in employment. The concept of competency includes all aspects of work performance. This includes:

- Performance at an acceptable level of technical skill;
- Performance to an acceptable level of output (*productivity*);
- Organising one's tasks;
- Responding and reacting appropriately when things go wrong;
- Fulfilling a role in the scheme of things at work; and
- Transfer of skills and knowledge to new situations.

#### **Definition of Assessment**

Assessment is the process of collecting evidence and making judgement on the extent and nature of progress towards the performance requirements set out in a standard or learning outcome. Assessment in a competency-based system is the process determining whether a employee meets the prescribed standard of performance, i.e. whether they demonstrate the competency level required at each level within the competency structure, (*Skills Matrix/Job Models*) Schedule "B".

#### **Evidence**

Evidence comprises a wide range of measurable aspects of performance. These include:

- Measurements of products made or services delivered;
- Observations of processes carried out;



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- Measurement of knowledge and understanding; and
- Observation of attitudes demonstrated.

Evidence can be collected in many ways. Some evidence may be obtained through physical measurement of product, (*productivity*).

Evidence can be:

- Direct;
- Indirect or alternative; or
- Supplementary.

**Direct evidence** is observation of the actual performance of an employee carrying out normal work tasks.

**Indirect or alternative evidence** of performance is used in situations where the assessment of the performance of an employee carrying out actual workplace tasks either is not possible or is undesirable. E.g. Special projects simulation, and proficiency tests.

**Supplementary evidence** of performance may be necessary to check that an employee can perform competently in various environments, unusual circumstances or in situations that only occur rarely and are difficult to simulate.

A combination of direct, indirect and supplementary forms of evidence will be used when making an assessment.

### **Judgement**

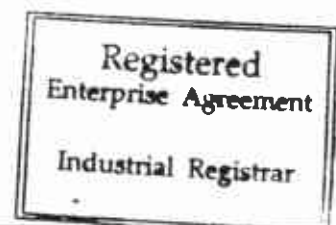
Judgement is the process of comparing sufficient evidence of an employees achievements with the required performance criteria and making a decision as to whether the necessary competence has been demonstrated or not.

Judgements should be kept as objective as possible by detailing the type and form of the evidence to be used, the criteria to be applied and the rules by which decisions will be made. However, all assessment is inevitably dependent upon a degree of informed subjective judgement.

### **The Purpose of Assessment and of Assessment Systems**

Assessment is "the process of collecting evidence and making judgements on the nature and extent of progress towards the performance requirements set out in a standard, or a learning outcome, and, at the appropriate point, making the judgement as to whether competency has been achieved".

The assessment will be conducted to:



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- Assist and support an employee's gaining of competency in the workplace by monitoring the quality of his/her work performance and his/her rate of progress towards the achievement of the competency standard.
- Enable supervisors and training personnel to identify what skills or individual or a number of employees working in a related area holds competencies. This process will assist to identifying the education and training needs of an employee or group of employees with the objective of avoiding unnecessary training,
- Determine whether an employee has achieved a particular unit of competency, or set of competencies, for the purpose of:
  - Confirmation of quality and level of performance.
  - Formal recognition of the employee's skills.
  - Placement within the Agreement Levels Structure (*Skills Matrix/Job Model*), Schedule "B".
  - Readiness for progression to a higher level.

**The Assessment System**

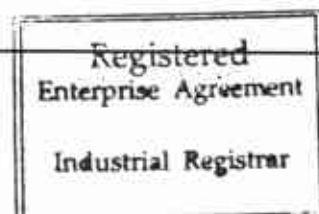
The organisation assessment system will be consistent with the following distinctive stages within the assessment process:

1. Determine the benchmarks against which assessment decisions will be made (*Skills Matrix/Job Models*),
2. Gather evidence in relation to the established benchmarks,
3. Make the assessment decision,
4. Record the results,
5. If relevant, issue the appropriate certification when the benchmark requirements have been met.

A qualified "Workplace Assessor" will conduct all assessments either internally or externally.

**The Role and Responsibility of Assessors**

The primary role of the assessor is to judge the available evidence against the pre-determined standards. Assessors must, therefore, have knowledge of the areas in which they are assessing and the judgmental role may be combined with the collection of evidence. The assessor is required to:





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- Interpret the criteria;
- Use expertise to make judgements;
  
- Ensure that standards have been met; and
  
- Ensure that evidence of competency is sufficient.

Assessors should be aware of the importance for assessments being unbiased, fair and flexible.

**Assessor Competency Standards**

<b>Competency Unit</b>	<b>Competency Element</b>
Plan assessment	<ul style="list-style-type: none"><li>• Identify assessment context.</li><li>• Establish evidence required.</li><li>• Select and explain the assessment procedure.</li></ul>
Carry out Assessment	<ul style="list-style-type: none"><li>• Gather evidence.</li><li>• Make the Assessment decision.</li><li>• Provide feedback during assessment.</li></ul>
Record assessment results and review the procedure.	<ul style="list-style-type: none"><li>• Record assessment results.</li><li>• Provide feedback to employee being assessed.</li><li>• Review the procedure.</li></ul>

Employee(s) may, appeal a decision of the Workplace Assessor regarding the assessment or the assessment process. Such appeal shall be in accordance with Clause 7.1 Avoidance of Disputes Procedure.

