

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/18

TITLE: Sharpro Industries Incorporated (Supported Employees)
Enterprise Agreement 2001

I.R.C. NO: 2001/7304

DATE APPROVED/COMMENCEMENT: 7 December 2001

TERM: 7 December 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 15 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 39

COVERAGE/DESCRIPTION OF

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

PARTIES: Sharpro Industries Incorporated -&- McCartney Alan, Bernice Anderson, Laurie Bleasdale, Jan Butler, George Calligeros, Gary Calvert, Trevor Carroll, Geoffrey Clements, Kelly Cook, Jan Coote, Anne Cullen, Denise DeBritt, Warwick Emery, Bruce Ewin, Kathy Finn, Olene Follington, Nick Geraghty, Peter Gerrard, Sue Harrison, Michelle Hillman, Lynden Hollis, Norman Hunter, Thi-nga Huynh, Vera Jekimovs, Narelle Leer, Kathryn Lycett, John Lynch, Elena Marino, Michael Mason, Malcolm McAdam, Bernadette (Bernie) McCluskey, Joe Mezzasalma, Melissa Newbury, Wendy Nixon, Patrick O'Neill, Anthony (Tony) Pasquariello, Denis Payne, Greg Piper, Ron Piper, Peter Pramataris, Peter Pratt, Ann Royal, Louise Shaurli, Maree Shilling, William (Bill) Shipley, Owen Smith, Leon Spierewka, George Theofanidis, John Turner, Guy Verzi, Greg Weekes, Jenny Westwood, Ross Whitely, Steven Williams, Sergio Zafret, Alex Zelesniak

**SHARPRO INDUSTRIES INCORPORATED (SUPPORTED
EMPLOYEES) ENTERPRISE AGREEMENT 2001**

1 PREAMBLE

Sharpro Industries Incorporated is a non-profit organisation, funded by the Department of Family and Community Services. The aim of the organisation is to give people with a disability, the opportunity to live and work in a community that respects and accepts them as individuals and equals. The mission of the organisation is to:

- *Provide a safe, supportive and satisfying workplace for people with disabilities;*
- *Provide opportunities for career advancement and skills development;*
- *Provide long term supported employment and support for disabled people with moderate/high support needs; and*
- *Provide quality products and services to our customers;*

It is acknowledged, that "Sharpro Industries Incorporated" is an organisation, that as a general rule, does not operate pure employment services in a strictly commercial sense for people with a disability. 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; and
- ◆ an integrated range of support services.

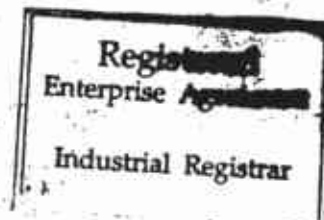
The primary relationship, that exists between "Sharpro Industries Incorporated" and its employees with a disability, extends beyond that which is generally expected in an employer-employee relationship.

It is further acknowledged this primary relationship, will have a direct impact on the operational costs of the service, the terms and conditions of employment and wage rates contained in this agreement and paid to employees.

The Agreement has been developed with a view to achieving the mission of the organisation, 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.

This agreement, through its training and support content, promotes community acceptance and recognition, of the rights of employees and focuses on the abilities of employees not disabilities.



2 TITLE

This agreement shall be known as the "Sharpro Industries Incorporated (Supported Employees) Enterprise Agreement 2001"

3 APPLICATION OF THE AWARDS

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 "Sharpro Industries Incorporated".

4 ARRANGEMENT

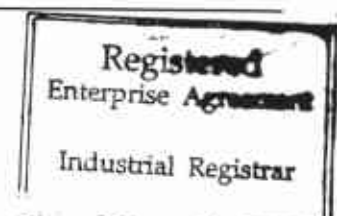
This agreement is arranged as follows:

PART 1 PURPOSE

- 1.1 Intention
- 1.2 Communication
- 1.3 Duress
- 1.4 Incidence
- 1.5 Date and Period Operation
- 1.6 No Extra Claims

PART 2 TERMS AND CONDITIONS OF EMPLOYMENT

- 2.1 Terms of Engagement
- 2.2 Engagement
 - 2.2.1 Permanent Employees
 - 2.2.2 Part-Time Employees
- 2.3 Probationary Period
- 2.4 Termination of Employment
- 2.5 Performance of Work



**SHARPRO INDUSTRIES INCORPORATED (SUPPORTED EMPLOYEES)
ENTERPRISE AGREEMENT 2001**

- 2.6 Summary Dismissal
- 2.7 Introduction of Change

PART 3 DEFINITIONS, SKILL DEVELOPMENT, EDUCATION AND TRAINING

- 3.1 Classifications
 - 3.1.1 Skills Matrix and Job Models
- 3.2 Skills Development
 - 3.2.1 Training
 - 3.2.2 Career Path Planning
 - 3.2.3 Progression to Higher Level
 - 3.2.4 Adjustment to Lower Level
 - 3.2.5 Performance Review

PART 4 WAGES, ALLOWANCES AND DEFINITION

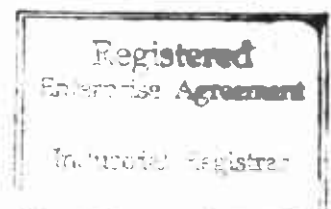
- 4.1 Remuneration
- 4.2 Cost of Living Increases
- 4.3 Payment of Wages

PART 5 HOURS OF WORK

- 5.1 Ordinary Hours of Work
- 5.2 Spread of Hours
- 5.3 Overtime
 - 5.3.1 Monday to Saturday
 - 5.3.2 Sundays
 - 5.3.3 Holidays
 - 5.3.4 Banking of Overtime (Time Off in Lieu)
- 5.4 Meal Breaks
- 5.5 Rest Pause (Morning Tea)
- 5.6 Changes to 'Hours of Work'

PART 6 LEAVE

- 6.1 Sick Leave
- 6.2 Family Leave
- 6.3 Annual Leave
 - 6.3.1 Entitlement
 - 6.3.2 Annual Holiday Loading
 - 6.3.3 Annual or General Shut Down Periods
- 6.4 Long Service Leave
- 6.5 Bereavement Leave
- 6.6 Public Holidays
 - 6.6.1 Absent Without Leave
- 6.7 Parental Leave
- 6.8 Leave Without Pay
- 6.9 Compassionate Leave



**SHARPRO INDUSTRIES INCORPORATED (SUPPORTED EMPLOYEES)
ENTERPRISE AGREEMENT 2001**

PART 7 ORGANISATION POLICY AND PROCEDURES

- 7.1 Avoidance of Disputes and Grievance Procedure
 - 7.1.1 Procedure Principles
 - 7.1.2 Disputes and Grievance Resolution Procedure
- 7.2 Disciplinary Policy and Procedures
 - 7.2.1 Definitions
 - 7.2.2 Unsatisfactory Work Performance or Conduct
 - 7.2.3 Serious Misconduct
- 7.3 Managing Challenging Behaviour
- 7.4 Organisation Policy and Code of Conduct
- 7.5 Workers Committees
- 7.6 No Smoking in the Workplace Policy
- 7.7 Drug and Alcohol Policy

PART 8 OCCUPATIONAL HEALTH AND SAFETY

- 8.1 Work Practices
- 8.2 Protective Clothing and Safety Equipment
- 8.3 Workers Compensation
- 8.4 First Aid
- 8.5 Use of Tools

PART 9 MISCELLANEOUS

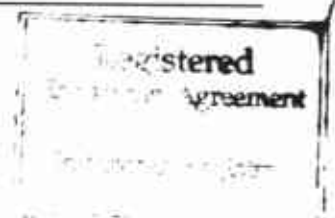
- 9.1 Superannuation

PART 10 SIGNATORIES TO AGREEMENT

SCHEDULE "A" - Wage Rates

SCHEDULE "B" - Skills Matrix and Job Models

SCHEDULE "C" - Skills Assessment



PART 1 - PURPOSE

1.1 Intention

This agreement 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 employee's skills will be a priority, for the betterment of the individual and the business.

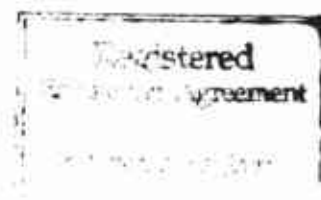
Work, will be organised to maximise the flexibility of the work force, while enabling employees to work to the limits of their skills and capabilities. There will be no artificial barriers, preventing employees from performing tasks, in which they have been trained.

The agreement aims to further the objectives of "Sharpro Industries Incorporated" which is to:

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

In doing so, "Sharpro Industries 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 the region.
- (iii) enhance the quality of employment of all its 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 decision making processes.



1.2 Communication

Sharpro Industries Incorporated will endeavour to provide employees with information in accessible formats to support them in making informed decisions in regard to their employment and the consequences of their decisions.

Information will be dispersed through the use of any combination of the following;

- (a) Meetings
- (b) Management reports
- (c) Newsletters, posters, notice boards, display and audio/visual material
- (d) Literature including pictorial format
- (e) Plain English written and verbal material

Employees will be able to access support as required including the choice to have advocate support to make informed decisions and choices.

Training opportunities for employees will be sought to facilitate independence in making decisions and choices

Sharpro Industries Incorporated will schedule Individual Performance Plan (IPP) meetings to address employee(s) needs. The meeting will be convened in accordance with organisation policy and procedure as determined from time to time.

1.3 Duress

The parties agree that this agreement was not entered into under duress and is in the interest of the parties bound. Special arrangements have been made, to ensure all people with disabilities have been adequately consulted and informed as to the content of the agreement and the implications the terms and conditions contained in the agreement will have on their employment.

1.4 Incidence

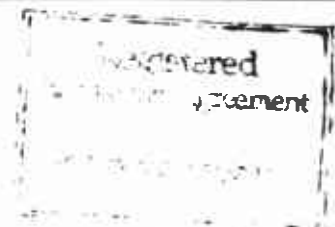
This agreement, shall be binding upon....

Sharpro Industries Incorporated (hereafter referred to as ("**the Organisation**") of 28 Pomeroy Street HOMEBUSH, NSW 2140 in respect of employees covered by this agreement and employed at locations for which the organisation has a facility to operate; and

The employees of Sharpro Industries Incorporated (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.

1.5 Date and Period of Operation

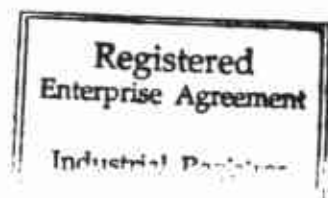
This agreement shall operate for a period of one year from the date of certification.



**SHARPRO INDUSTRIES INCORPORATED (SUPPORTED EMPLOYEES)
ENTERPRISE AGREEMENT 2001**

1.6' 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.



PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Terms of Engagement

Individual Performance Plans will be completed on all employees on acceptance into the organisation. The Plans will be reviewed annually or accordance with the organisations Policy.

Upon engagement, the organisation shall provide each new employee (and/or their parent, guardian or advocate) with a written Terms of Engagement encompassing a job description which shall specify the following information:

- (i) accountabilities, functions and responsibilities
frequency and type of employee appraisal
terms and conditions of service including the provisions of this agreement.
- (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, if appropriate
 - employee's regular hours of work
 - employee's classification (Level)
 - employee's rate of pay.
- (v) summary of the employee's training obligations.
- (vi) information about the Enterprise Agreement,

time will be made available for the employee to read the agreement prior to commencement. The employees parent/guardian or advocate 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

WHL Except for ~~casual, part-time and or seasonal~~ employees, engagement shall be fortnightly.

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. A part time employee, shall be paid a pro-rata proportion, of the full time fortnightly 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.

A part-time employees regular days and hours may be altered by the organisation provided the said employee has been given reasonable notice in writing of the organisation's intention to change such hours.

Pro-rata benefits and conditions shall be calculated from week to week based on the number of hours worked in the said week.

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, 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:

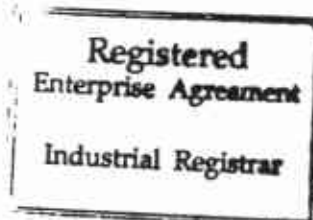
Period of Continuous Service	Period of Notice
Not more than 1 year	One week
More than 1 year but not more than 3 years	Two weeks
More than 3 years but not more than 5 years	Three weeks
More than 5 years	Four weeks

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.

The organisation at the discretion of the organisation may pay wages in lieu of the notice period in which case the employee would not be required to work during the notice period.



2.5 Performance of Work

Employees will perform all work within their skill and competence, including work, which 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 organisation shall have the right to dismiss any employee without notice, for serious misconduct, which justifies instant dismissal, (see clause 7.2 Disciplinary Policy and Procedures), in which case the employee shall be paid up to the time of dismissal only.

2.7 Introduction of Change

Duty to Notify

- (a) Where the organisation has made a definite decision in accordance with this agreement to introduce major changes in production, programme, organisation, structure of technology that are likely to have significant effects on employees, the organisation shall notify the employees who may be affected by the proposed changes.
- (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the organisation's workforce or in the skills required, the elimination of diminution of job opportunities, promotion opportunities or job tenure, the alteration of the number of hours to be worked, the need for retraining or transfer of employees to other work for locations and the restructuring of jobs.

Duty to Discuss Change

- (a) The organisation shall discuss with the employees affected, inter alia, the introduction of the changes referred to above, the effects the changes are likely to have on employees and measure to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the organisation to make the changes referred to in this clause.
- (c) For the purpose of such discussion, the organisation shall provide to the employees concerned all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that the organisation shall not be required to disclose confidential information the disclosure of which would adversely affect the organisation.



PART 3 - DEFINITIONS, SKILL DEVELOPMENT, EDUCATION AND TRAINING

3.1 Classifications

The classifications contained in this agreement are those contained in the attachment **SCHEDULE "B" "Skills Matrix and Job Models"**.

3.1.1 Skills Matrix and Job Models

The required skills (competencies) 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 pay 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.

3.2 Skills Development

It is recognised that in order to increase the efficiency, productivity and competitiveness of the organisation a greater commitment to training and skill development is required. 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 commitment is to:

- (a) Developing a more highly skilled and flexible workforce;
- (b) Providing employees with career opportunities through appropriate paid training to acquire additional skills;
- (c) Removing barriers to the utilisation of skills acquired;
- (d) Assist in the training of new employees and the training of existing employees to enable them to gain the skills necessary to carry out their assigned tasks and to progress through the levels structure.

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.

**SHARPRO INDUSTRIES INCORPORATED (SUPPORTED EMPLOYEES)
ENTERPRISE AGREEMENT 2001**

Every employee, will be given the opportunity to undertake training, subject to the requirements to maintain productivity levels, the ability of the employee to be trained, the skills needed within the organisation 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 linked to their ability to obtain and maintain the required levels of skill (competence) in line with the Job Models. Training and assessment programs, will be structured to meet all current legislative and National Training Framework requirements.

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.

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

General Induction

- ◆ Mission, Policies and Procedures
- ◆ Organisational Structure
- ◆ Conditions of Employment
- ◆ Rights and Responsibilities
- ◆ Site Orientation and Introduction to Supervisors and Fellow Workers

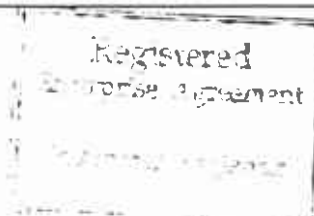
Occupational Health and Safety Induction

- ◆ OH&S Policy and OH&S Plan
- ◆ OH&S Procedures and Safety Rules
- ◆ OH&S Committee
- ◆ Rights and Responsibilities
- ◆ Site and Hazard Orientation

A mechanism for identifying employee development and education needs, will be developed. The mechanism will consider such issues as employee appraisals, objectives of the organisation, expectations of the employees 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 ability and work.

Employees, with the appropriate skills and training who 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 would not require additional formal 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 **SCHEDULE "B"** (Skills Matrix and Job Models) and through the identification of competencies held by an employee and required by the organisation.

Structured processes using a range of methods and strategies will be used to record and assess current skills (competence) and to provide training to meet the performance goals of individuals that have been developed in line with the current needs of the organisation.

Through the development of educational strategies career progress will be linked to skill development exercises, in-house on the job training and/or off-site training with training providers.

3.2.3 Progression to Higher Level

It is agreed, the introduction of a levels structure encourages employees to obtain additional skills to progress to a higher level.

An employee must have obtained the requisite skills nominated within the "Skills Matrix and Job Models" at their current level and at a higher level before advancing to that higher level.

Progression through the levels structure, is dependant upon the capability of the employee and the needs of the organisation to fill a position at a higher level.

3.2.4 Adjustment to Lower Level

It is understood that some employees may be assessed during a performance review to have lost or not maintained skills required at their current or a lower level. In this situation the organisation at the discretion of the organisation may consider demoting the employee to a lower level more comparable to the employee's current skill, ability and productivity.

3.2.5 Performance Review

A review, of an employee's performance, shall be undertaken in accordance with the organisation's policy and the requirements of the Department of Family and Community Services. Additional reviews may be conducted on a needs basis.

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"**. The rates of pay recognise the skills, ability, and productivity of an employee and compensate the flexible arrangement 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 by the organisation's personnel in consultation with the employees their parents/guardians and/or advocates. The organisation shall ensure that appropriate steps are taken to explain to employees their parents/guardians and/or advocates the assessment process and the reasons for placing each employee at a particular level.

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 Cost of Living Increases

The organisation recognises the need for employees to benefit from improvements in the economic climate and to catch up with the cost of living.

To this extent the organisation agrees to increase the minimum rates of pay contained in **SCHEDULE "A"** an amount equal to and in accordance with any National Wage Case decision as determined and granted by the Australian Industrial Relations Commission from time to time.

4.3 Payment of Wages

Wages shall be paid fortnightly into a Financial Institution, banking account of the employee's choice subject to the limitations of the organisations payroll and accounting systems. Timesheets must be completed and submitted to the organisation before the payment of wages, are made. An employee who fails to complete or submit a timesheet in the required timeframe will not be paid for time worked until the next pay day after the timesheet has been completed and submitted.

Upon termination of employment, wages due to an employee shall be paid to the employee no later than the next working day.

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

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 sixty five (65) hours per fortnight, over a four week cycle with no more than eight (8) hours worked on any one day.

The hours worked and the starting and finishing times will be set by the organisation taking into consideration the travel and family commitments of the employees and conveyed to each employee on commencement. The employee(s) starting and finishing times may be altered by the organisation at the discretion of the organisation but only following consultation with the employee(s) concerned.

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 Friday between the hours of 6.00am and 6.00pm except for meal breaks which will be taken by mutual agreement between the organisation and the majority of the employees concerned.

5.3 Overtime

The organisation may require an employee to work a reasonable amount of overtime. 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".

5.3.1 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 shall continue, until the completion of the overtime work.

5.3.2 Sundays

For all work done outside ordinary hours, the rate of pay shall be double time. Such double time shall continue, until the completion of the overtime work.

5.3.3 Holidays

All time worked on public holidays, shall be paid for at the rate of double time and one half, with a minimum payment of four hours. Such payment shall be in substitution for and not cumulative upon provisions of Clause 6.7 **Public Holidays** of this agreement.

5.3.4 Banking of Overtime (Time off in lieu)

All employees may bank overtime hours worked (at single time) to be taken 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, the employee concerned and following approval of the General Manager or a delegated officer.

The organisation may direct an employee at any time to take time off in lieu of banked overtime.

Overtime may be banked up to a maximum of twenty (20) hours. Time off in lieu must be taken 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.

5.4 Meal Breaks

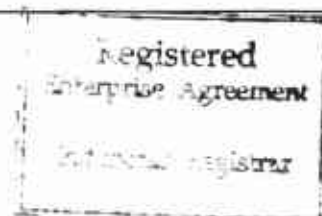
An unpaid meal break of not less than one half (1/2) hour will be taken according to the dictates of work requirements, but no greater than five (5) hours after the normal starting time of an employee. The length of time taken for a meal break may be varied by mutual agreement between the majority of employees and the organisation.

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.

5.6 Changes to 'Hours of Work'

The hours of work and the way in which work is scheduled may be changed by mutual agreement between an individual employee or a group of employees during the life of this agreement. Such agreement shall be in writing.



PART 6 - LEAVE

6.1 Sick Leave

Employees shall, be entitled to ten (10) days sick leave per year on full pay. Such entitlement shall be due on the anniversary of the employee(s) commencement date.

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

Employees shall inform his/her manager where practical, before 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.

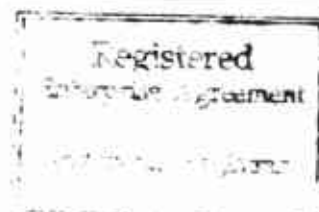
The payment for any absence on sick leave in accordance with this clause during the first three (3) months of employment of an employee may be withheld by the organisation until the employee completes such three (3) months of employment at which time the payment shall be made.

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



- (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 paid as Sick Leave. (see Clause 6.1 Sick Leave).

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 Annual Holiday Loading 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.

6.3.3 Annual or General Shut Down Periods

Where the organisation determines that due to commercial circumstances there is a need to close or stand down employee(s) for a period not exceeding four weeks the organisation shall give those employee(s) effected notice in writing at least four weeks prior to the closure or standing down. Employee(s) may use their Annual Leave entitlement or take special leave without pay during the closure or standing down periods.

6.4 Long Service Leave

W.H. Long Service Leave shall be in accordance with the New South Wales "Long Service Leave Act, ~~1995~~ 1955" as amended.

An application for Long Service Leave shall be for a minimum period of four weeks unless the employee has less than four weeks entitlement whereas the full entitlement must be taken.

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, for a period not exceeding the number of hours worked by the employee in two (2) ordinary day's work.

Reasonable proof of such death, shall be furnished by the employee, to the organisation.

6.6 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.

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

6.6.1 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.

6.7 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

6.8 Leave Without Pay

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

6.9 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.

PART 7 – ORGANISATION POLICY AND PROCEDURES

7.1 Avoidance of Disputes and Grievance Procedure

To ensure the orderly conduct of and speedy resolution of disagreements, disputes, grievances 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

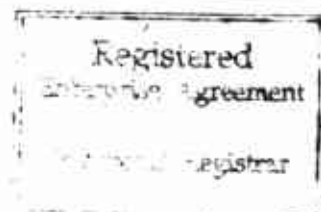
The procedure is designed to resolve any disagreement, dispute or occupational health and safety concerns in a fair manner and is based upon the following principles.

- (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 Dispute or Grievance 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 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 in the first instance refer the matter of concern to a Community Advocacy Agency and following discussions with the Agency if the matter is still unresolved the parties shall jointly or individually refer the matter to the ^{of NSW} ~~Australian~~ 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's policies and procedures and code of conduct.

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 alcohol or 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 a third party observer 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 a third party observer 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 General 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 entered on his/her record.

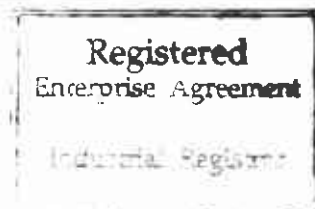
Step 3: Final Written Warning

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 General 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 General 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 General Manager, the following procedure will be followed:

Step 1

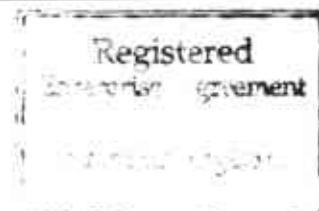
Investigate fully all circumstances surrounding the alleged misconduct. This must include interviewing witnesses and reviewing the employee's employment record. Record all information received.

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 General 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.

7.4 Organisation Policy and Code of Conduct

Employees covered by this agreement agree to conform and abide by organisation policies, procedures, directions and Code of Conduct as issued and amended from time to time.

7.5 Workers Committees

Consultation and participation are essential to improved workplace relations. The employees shall be fully informed and have input into decision making and appropriate consultative mechanisms shall be established within the organisation.

It is the express intention of the parties to this agreement to maintain effective consultation on matters of mutual interest and concern. It is intended to provide orderly procedures for the examination and negotiation of matters relating to training, productivity, technological change, Occupational Health and Safety and any other matter as determined appropriate.

To this extent the organisation has established consultative committees;

- **Workers Representative Committee**

Made up of supported employees who are elected representatives of supported employees from each section of the organisation.

- **Occupational Health & Safety Committee**

Made up of both supported and supervisory employees who are elected representatives of all employees from each section of the organisation and management representatives and in accordance with the Occupational Health and Safety Act.

The recommendations made by the committees will assist management in the decision making process.

7.6 No Smoking in the Workplace Policy

In the interests of health and safety of all employees, smoking will not be permitted in any workplace. This shall include all work areas, lunch rooms, toilets, organisational vehicles and all areas inside the fenced perimeters of the organisations sites.

Drug and Alcohol Policy

WJ ^{7.8}
7.7
The Organisation recognises that the use of substances such as alcohol and drugs may impair an individual's capacity to perform their job in a safe and efficient manner. This policy is implemented, as the organisation believes that the impairment of any employee due to their use of such substances may result in the risk of injury or illness to the employee other employees or other parties.

Employees who breach this policy will be subject to the organisations disciplinary policy and procedure contained in this agreement.

Employees must not commence work while under the influence of alcohol or drugs other than those drugs prescribed by a medical practitioner.

Employees who take prescription drugs should check with their doctor to establish if the use of the drug will impact on their work performance and, if so, obtain written advice to this effect and report details to the organisation.

The organisation will encourage and assist any employee who recognises that their use of alcohol or other substances is detrimentally affecting their performance or behaviour at work, to participate in and successfully complete a rehabilitation program. Voluntary and successful participation in a recovery or rehabilitation program by an employee may be a mitigating factor in any disciplinary action depending on the facts and circumstances of each individual case.

PART 8 - OCCUPATIONAL HEALTH AND SAFETY

8.1 Work Practices

The parties to this agreement agree to recognise the importance of safe working practices. To maintain a safe place of work and to encourage continued improvement in safe systems of work, policy and procedures will be established by the organisation through consultation with employees for the health and safety at work of all employees and visitors.

It is agreed that all employees use and care for any equipment provided for health and safety purposes. This includes personnel protective clothing, hearing protection, and eye protection, where required.

Employees agree to assist the organisation to ensure that increased effort is made to improve the understanding and awareness of safety issues.

8.2 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 or organisational policy.

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.

8.3 Worker's Compensation

Workers' compensation shall be in accordance with the New South Wales "Workplace Injury Management and Compensation Act, 1998.

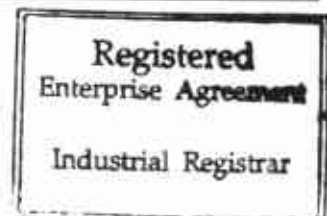
Workplace Injury Management shall be made available where practicable, to all employees who sustain injury or illness at work and thereby assist them to return to full and gainful employment. Employees may choose a qualified rehabilitation provider to assist in the rehabilitation process.

8.4 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.

8.5 Use of Tools

Employees required to use hand/power tools or equipment must only use such tools and/or equipment under direct supervision unless the said employee has received direct instruction from his/her supervisor that they may use the tool(s) without supervision. The supervisor when making the direction must ensure that the employee(s) have been appropriately trained and are competent to use the tools and equipment.



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.

Approved
W. Staley J
7/12/01

**SHARPRO INDUSTRIES INCORPORATED (SUPPORTED EMPLOYEES)
ENTERPRISE AGREEMENT 2001**

PART 10 – SIGNATORIES TO AGREEMENT

SIGNED FOR AND ON BEHALF OF

Sharpro Industries Incorporated:

Signature :

J.A. Walton

Print name and position held :

J.A. WALTON – MANAGER

Signature :

L.H. Cale

Print name and position held :

L.H. CALE – PROGRAM COORDINATOR

Dated this 17th day of September 2001.

SIGNED FOR AND ON BEHALF OF

The supported employees of Sharpro Industries Incorporated:

Signature : *De*

Dennis M DeBrett

Print name and position held :

Dennis DeBrett employee

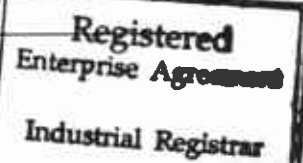
Signature :

G. Weekes

Print name and position held :

GREGORY WEEKES
EMPLOYEE

Dated this 17th day of September 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.

**SHARPRO INDUSTRIES INCORPORATED (SUPPORTED EMPLOYEES)
ENTERPRISE AGREEMENT 2001**

SUPPORTED EMPLOYEE'S WAGE STRUCTURE

The minimum wage rates contained in the table below refer to the wage rates for a week comprising thirty-two and one half (32.5) hour work.

SKILL LEVEL	PRODUCTIVITY BAND	% of AWARD WAGE Grade 2 \$420.10	AGREEMENT WEEKLY RATE \$	AGREEMENT HOURLY RATE \$
Level E	Advanced	45%	159.10	4.90
	Competent	40%	141.42	4.35
	Entry	35%	123.75	3.81
Level D	Advanced	32.5%	123.75	3.81
	Competent	30%	106.07	3.26
	Entry	27.5%	97.23	2.99
Level C	Advanced	27.5%	97.23	2.99
	Competent	25%	88.39	2.72
	Entry	22.5%	79.55	2.45
Level B	Advanced	22.5%	79.55	2.45
	Competent	20%	70.71	2.17
	Entry	17.5%	61.87	1.90
Level A	Advanced	17.5%	61.87	1.90
	Competent	15%	53.03	1.63
	Entry	12.5%	44.20	1.36
Training & Support Introductory Level, High Support Needs	Competent	12.5%	44.20	1.36
	Entry	10.0%	37.12	1.14
		of Grade 1 \$413.40		

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.

**SHARPRO INDUSTRIES INCORPORATED (SUPPORTED EMPLOYEES)
ENTERPRISE AGREEMENT 2001**

SCHEDULE "B"

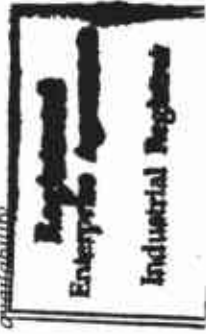
SKILLS MATRIX AND JOB MODELS

WORK GROUP LEVEL	GENERAL SKILL REQUIREMENTS	Productivity Band	CORE SKILLS (All persons must attain these skills)	TASK SPECIFIC SKILLS
ENTRY LEVEL	<i>(All persons must attain these skills)</i> Introductory Level (New Starter) Trial Period (up to 3 months)	Trial Entry	<ul style="list-style-type: none"> ◆ Induction Training ◆ Able to follow simple instructions ◆ Displays work ethics, punctuality, and stays on the job 	<ul style="list-style-type: none"> ◆ Elementary workplace production skills
GRADE 1	<i>(All introductory Level plus)</i> 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. 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.	Entry Competent Advanced	<ul style="list-style-type: none"> ◆ Displays work ethics, punctuality, and stays on the job ◆ Manual dexterity (gross & fine motor skills) ◆ Numeracy 1-10 ◆ Follow workplace & safety procedures ◆ Use of hand tools ◆ Spatial awareness ◆ Attention to detail 	<ul style="list-style-type: none"> ◆ Packaging/Assembly Level 1 ◆ Fold & Collate various items ◆ Literacy word recognition in relation to safety
GRADE 2	<i>(All previous levels plus)</i> 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. An employee, appointed to this level, may be required to perform any of the duties of a Grade 1 employee and any of the duties associated with this position for which he/she has been trained.	Entry Competent Advanced	<ul style="list-style-type: none"> ◆ All skills from level 1 ◆ Spatial recognition ◆ Colour differentiation ◆ Manual dexterity (fine motor skills) ◆ Follow workplace and safety procedures 	<ul style="list-style-type: none"> ◆ Packaging/Assembly Level 2 (skills 1-8 tasks to quality standards) ◆ Ability to notify supervisor of Quality Control deviations ◆ Use powered tools/equipment (electric or air) ◆ Literacy & Numeracy 1-20 word recognition to identify various products.
GRADE 3	<i>(All previous levels plus)</i>	Entry	◆ All skills from Levels 1 & 2	

**SHARPRO INDUSTRIES INCORPORATED (SUPPORTED EMPLOYEES)
ENTERPRISE AGREEMENT 2001**

	<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>	<p align="center">Competent</p> <p align="center">Advanced</p>		<ul style="list-style-type: none"> ◆ Independently practices safety procedures in regard to powered equipment: heat sealer, drilling machines. ◆ Advanced Vocational skills, trolley jack, pallet wrapping, palletising.
<p align="center">GRADE 4</p>	<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>	<p align="center">Entry</p> <p align="center">Competent</p> <p align="center">Advanced</p>	<ul style="list-style-type: none"> ◆ All skills from Levels 1, 2 and 3 ◆ Communication skills ◆ Literacy ◆ Impart knowledge to others ◆ Performs all tasks for all regular customers 	<ul style="list-style-type: none"> ◆ Independent operation of Walker Stacker ◆ Undergo: Supervisory skills training ◆ Set up to finish for all levels packaging and assembly.
<p align="center">GRADE 5</p>	<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.</p>	<p align="center">Entry</p> <p align="center">Competent</p> <p align="center">Advanced</p>	<ul style="list-style-type: none"> ◆ All skills from Levels 1, 2, 3 and 4 	<ul style="list-style-type: none"> ◆ Assist supervisor as instructed with all workplace jobs to maintain productivity. ◆ Supervise large groups on a daily basis.
<p align="center">WORK GROUP LEVEL</p>		<p align="center">CORE SKILLS</p>	<p align="center">(All persons must attain) (these skills)</p>	<p align="center">TASK SPECIFIC SKILLS</p>

NOTE: An employee may leave the service for supported or open employment at any level. The employee would be assisted to do this by referral or support through an approved ISJ or CETP service. An employee who has left the service for supported or open employment may return at the level they exited depending on placement availability.



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 be conducted 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;

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- Observations of processes carried out;
- 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

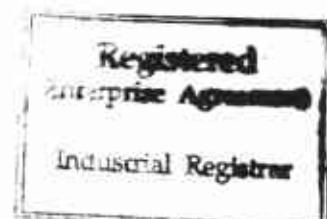
Judgement is the process of comparing sufficient evidence of an employees achievements with the required performance criteria and making a decision as to whether the necessary competence has been demonstrated or not.

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 Company 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 (refer *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 internal or external "Workplace Assessor" will conduct all assessments.

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:

- Interpret the criteria;

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- 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

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

The results of assessments will be reviewed by the Organisation's Workplace Assessment Panel which will comprise the Business Manager for the employee's Department, the Assessor, the employee's Vocational Training Officer and the Deputy Chief Executive Officer.

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

