

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/216

TITLE: Eurella Community Services (Supported Employees) Workplace Agreement 2001

I.R.C. NO: IRC02/224

DATE APPROVED/COMMENCEMENT: 14 February 2002

TERM: 14 February 2003

NEW AGREEMENT OR VARIATION: New

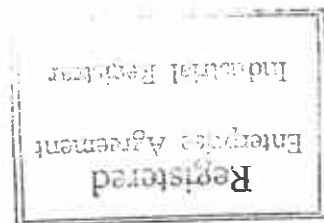
GAZETTAL REFERENCE: 12 July 2002

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to employees covered by the Australian Liquor, Hospitality and Miscellaneous Workers Union Supported Employment (Business Enterprises) Award 1993 employed by Eurella Community Services.

PARTIES: Eurella Community Services Incorporated -&- Gregory Fallon, Geoffrey Hughes



EURELLA COMMUNITY SERVICES SUPPORTED EMPLOYEES
WORKPLACE AGREEMENT 2001

16 JAN 2002

OFFICE OF THE INDUSTRIAL
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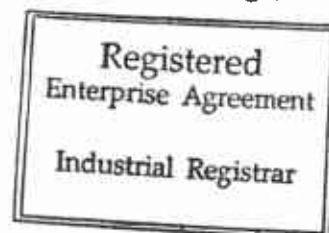
1 PREAMBLE

Eurella Community Services 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 a disability;*
- *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; and*

It is acknowledged, that "Eurella Community Services" 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 "Eurella Community Services" 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.

W. J. J. 2002
14 Feb

**EURELLA COMMUNITY SERVICES (SUPPORTED EMPLOYEES)
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2 TITLE

This agreement shall be known as the "Eurella Community Services (Supported Employees) Workplace 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 "Eurella Community Services".

4 ARRANGEMENT

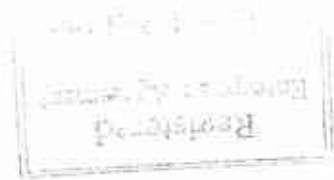
This agreement is arranged as follows:

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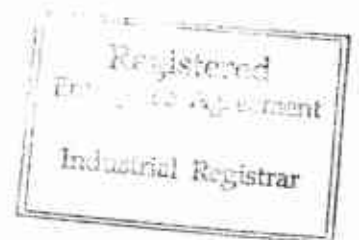
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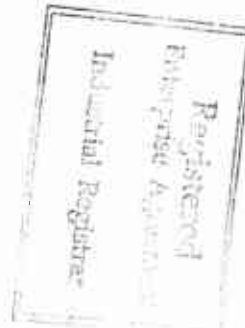
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PART 1 - PURPOSE

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 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.

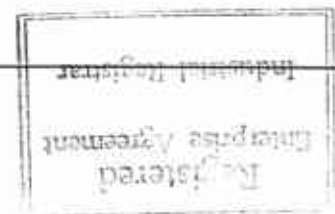
Work, will be organised to maximise the flexibility of the work force, while enabling employees to work to the limits of their skills and capabilities. There will be no artificial barriers, preventing employees from performing tasks, in which they have been trained.

The agreement aims to further the objectives of "Eurella Community Services" 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, "Eurella Community Services" 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

Eurella Community Services 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 (Structured between management and representatives of the workforce)
- (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

Eurella Community Services 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....

Eurella Community Services (hereafter referred to as ("**the Organisation**") of 2A Eurella Street BURWOOD, NSW 2134 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 Eurella Community Services (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.

**EURELLA COMMUNITY SERVICES (SUPPORTED EMPLOYEES)
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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 in 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:

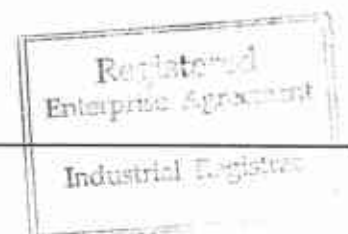
- (i) accountabilities, functions and responsibilities
frequency and type of employee appraisal
terms and conditions of service including the provisions of this agreement.
- (ii) summary of the duties of the position, including a signed statement that the employee acknowledges and understands the provisions 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

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. 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.

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.

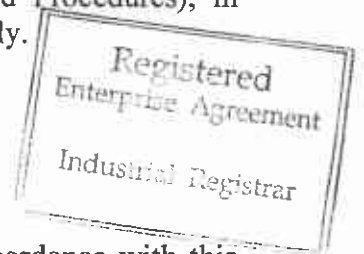
2.7 Introduction of Change

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.



2.8 Redundancy

The provisions of this clause do not apply in relation to the termination or proposed termination of an employee's employment if, immediately before the termination or proposed termination of employment, the organisation employed fewer than fifteen (15) permanent employees.

Notice of Termination of Employment

The notice of termination shall be in accordance with Clause 2.4 Termination of Employment of this agreement.

Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the organisation until the expiry of such notice, provided that in such circumstances the employee shall not be entitled to pay in lieu of notice.

Severance Pay

Where an employee is to be terminated pursuant to Clause 2.7 Introduction of Change of this agreement, subject to further order of the ~~Australian~~ ^{of NSW} Industrial Relations Commission, the organisation shall pay the following severance pay in respect of a continuous period of service:

| Years of Service | Under 45 Years of Age Entitlement |
|-------------------------------|--|
| Less than 1 year | Nil |
| 1 year and less than 2 year | 4 weeks |
| 2 years and less than 3 years | 7 weeks |
| 3 years and less than 4 years | 10 weeks |
| 4 years and less than 5 years | 12 weeks |
| 5 years and less than 6 years | 14 weeks |
| 6 years and over | 16 weeks |

Where an employee is 45 years old or over, the entitlement shall be increased by twenty five (25%) percent.

"Weeks pay" means the base hourly rate contained in **SCHEDULE "A"** for the employee concerned at the date of termination, and shall include, in addition to the base rate of pay, any allowances paid pursuant to the terms of this agreement.

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Incapacity to Pay

add Subject to an application by the organisation and further order of the ~~Australian~~ ^{of NSW} Industrial Relations Commission, the organisation may pay a lesser amount (or not amount) of severance pay than that contained in this clause.

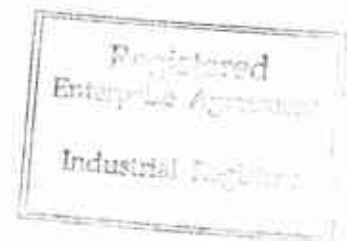
add The ~~Australian~~ ^{of NSW} Industrial Relations Commission shall have regard to such financial and other resources to the organisation as the Commission thinks relevant, and the probable effect of paying the amount of severance pay in accordance with this clause will have on the organisation.

Statement of Employment

The organisation shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

Employment Separation Certificate

The organisation shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the relevant Government Department.



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" "Job Models"**.

3.1.1 Job Models

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

The Job Models have been developed through a consultation and an assessment process with 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 "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.

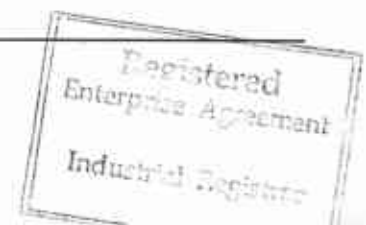
3.1.2 Skills Assessment

All employees will be assessed against the competencies contained in **SCHEDULE "B" 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

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 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 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 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

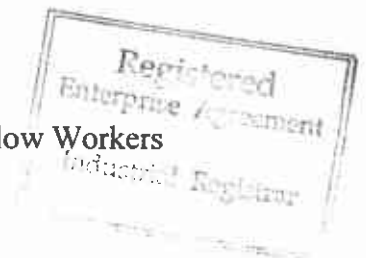
Occupational Health and Safety Induction

- ◆ OH&S Policy and OH&S Plan
- ◆ OH&S Procedures and Safety Rules
- ◆ 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.

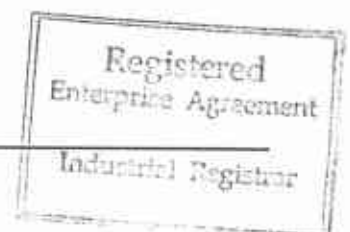
Progression through the levels structure, is dependant upon the capability of the employee and the needs of the organisation to fill a position at a higher level.

3.2.4 Demotion 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 (at the time of IPP review) 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 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 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



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

4.3 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 State Wage Case Decision (New South Wales) as determined and granted by the Industrial Relations Commission New South Wales from time to time.

4.4 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.

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 thirty eight (38) per week, 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 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.

5.4 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.

5.5 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.

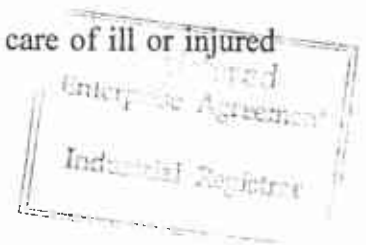
Any portion of sick leave entitlement not taken in any one year shall be cumulative from year to year.

6.2 Carers 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



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- (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

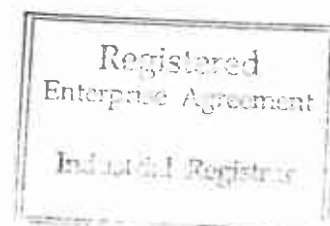
During the period of annual leave, an employee shall be entitled and receive a loading of 17.5 per cent, calculated on the weekly ordinary rate of pay for the employee. Leave loading, will be payable on all annual leave due, but not on accrued annual leave.

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

Long Service Leave shall be in accordance with the New South Wales "Long Service Leave Act, 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 and an additional day in substitution for the Union Picnic 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 Australian 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.



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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 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'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.

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- (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 (Manager) 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.

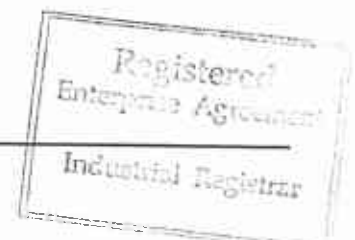
7.5 Workers Committees

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



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

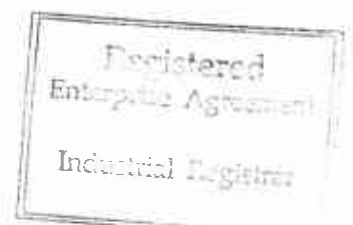
- Occupational Health & Safety Committee

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.



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.



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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.



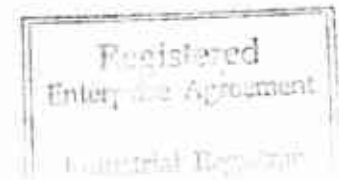
PART 9 - MISCELLANEOUS

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.




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PART 10 – SIGNATORIES TO AGREEMENT

SIGNED FOR AND ON BEHALF OF

Eurella Community Services Incorporated:

Signature :



Print name and position held :

DAVID DOOST CURATOR

Signature :



Print name and position held :

SHIRLEY A. JAMES OAM

Dated this 14th day of DECEMBER 2001.

SIGNED FOR AND ON BEHALF OF

The supported employees of Eurella Community Services Incorporated:

Signature :



Print name and position held :

GREGORY FALLON EMPLOYEE

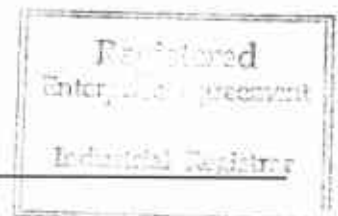
Signature :



Print name and position held :

GEOFF HUGHES EMPLOYEE

Dated this 14th day of DECEMBER 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:

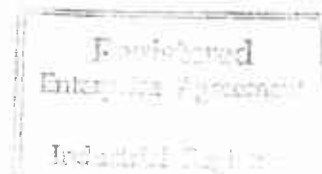
1. **Task Skills** – Specific skills undertaken, to directly complete a job.
2. **Work Associated Competencies (Core Skills)** – General vocational skills necessary to maintain successful employment. These skills could include punctuality, working consistently and team work. The need for work associated 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 Identification Program Plan (IPP) process and facilitates clear career paths available for all employees with a disability.



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SUPPORTED EMPLOYEE'S WAGE STRUCTURE

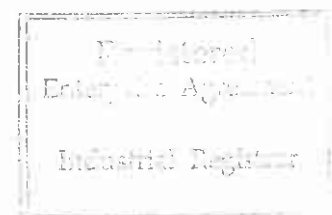
The minimum wage rates contained in the table below refer to the wage rates for a week comprising thirty-eight (38) hour work.

| Wage Level | Competencies Required | Hourly Rate \$ | Weekly Rate \$ | % of Award Wage \$ 413.40 |
|----------------------|--|---------------------------|---------------------------|--------------------------------------|
| High Support Level 1 | Introductory (<i>New Starter or High Support Needs</i>) <ul style="list-style-type: none"> Employee has very limited skill levels. The employee is unable to obtain any measurable productivity. Undertaking training to gain general vocational skills Assessment to measure ability to move to Level 2 One on one supervision | 0.55 | 21.00 | 5% |
| 2 | <ul style="list-style-type: none"> Refer to SCHEDULE "B" Skills Matrix/Job Models. | 1.00 | 38.00 | 9.2% |
| 3 | <ul style="list-style-type: none"> Refer to SCHEDULE "B" Skills Matrix/Job Models. | 1.27 | 48.40 | 11.7% |
| 4 | <ul style="list-style-type: none"> Refer to SCHEDULE "B" Skills Matrix/Job Models. | 1.64 | 62.30 | 15% |

PERFORMANCE BASED WAGE LEVEL

| | | | | |
|---|---|---------------------|-----------------------|---------------------|
| 5 | <ul style="list-style-type: none"> Refer to Clause 4.2 Performance Based Wage Level Employee may be assessed using the Supported Wage System. | 1.65 to 10.87 | 62.70 to 413.40 | 15.1% to 100% |
|---|---|---------------------|-----------------------|---------------------|

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.

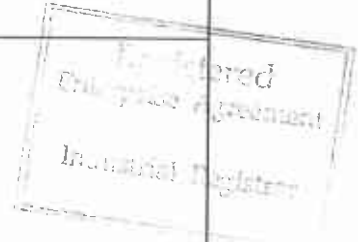


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SCHEDULE "B"

SKILLS MATRIX AND JOB MODELS

| WORK GROUP | CORE SKILLS (All persons must attain) (these skills) | MAILING | RECYCLING |
|------------|---|---|---|
| LEVEL 5 | <p>PERFORMANCE BASED WAGE LEVEL. - Assessment at this level is based on individual performance and is at the discretion of the Company. The level is specifically designed to provide a mechanism for employees with minimum skill levels but high output (productivity) levels to be adequately remunerated.</p> | | |
| LEVEL 4 | <p>Complete contracts to a consistent standard. Ability to follow instructions and perform more complex tasks. Effective communication skills. Ability to complete work tasks with minimal supervision. Problem solving skills. Ability to anticipate additional work requirements. Ability to operate basic equipment with limited supervision. Limited literacy and numeracy skills.</p> | <p>Unit of Competency</p> <p>Fold documents by hand. Bundle envelopes in packs. Collate documents (more than six).</p> | <p>Unit of Competency</p> <p>Repair broken boxes. Place cartons into shippers and seal.</p> |
| LEVEL 3 | <p>Good communication skills. Ability to cooperate with co-workers. Ability to complete work tasks with limited supervision. Undertakes safe work practices. Ability to recognise numbers and limited words. Limited problem solving. Exercise limited judgement. Complete basic tasks of essentially routine nature. Comprehend and react to situations appropriately. Ability to operate basic equipment under supervision.</p> | <p>Unit of Competency</p> <p>Place labels on envelopes. Place correction labels in specific locations. Seal envelopes manually with sponge. Simple collating maximum of six documents.</p> | <p>Unit of Competency</p> <p>Turn cardboard cartons inside out. Colour over marks on boxes. Place empty reels in boxes. Shred paper using shredding machine.</p> |



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| | | | | |
|--|---|--|------------------------------------|--|
| <p>LEVEL 2</p> | <p>No unscheduled breaks. Communicate with staff and other employees. Keep work area, clean and tidy. Behave appropriately at work. Ability to follow simple instructions and perform one step tasks. Complete sections of work contracts with supervision. Work productively to a sufficient to cover wages. Ability to maintain work intensity. Work under direct supervision. Understand the need for safe work practices.</p> | <p>Insert document into another document. Insert document into envelope. Seal self-seal envelope. Simple collating maximum of three documents.</p> | <p>Remove video tape from reel</p> | |
| <p>LEVEL 1 High Dependency 1 on 1 support undertaking Work Experience</p> | <p>ENTRY LEVEL Attend work punctually and on a regular basis. Attend work for the designated number of hours each day. Basic communication skills. Understand and follow simple work instructions. Manage self-care and personal hygiene. Ability to work in team environment (without disruptive behavior).</p> | | | |
| <p>WORK GROUP</p> | <p>CORE SKILLS (All persons must attain) (these skills)</p> | <p>MAILING</p> | <p>RECYCLING</p> | |

During the life of the agreement the competencies contained in the above matrix will be expanded and further defined by the organisation to enable all parties to have a clearer understanding of the skill requirements and output (productivity) levels of each job model. The aim of the organisation is to create a wage assessment model which rewards an employee according to the acquisition and utilisation of competencies with components directly related to output (productivity).

NOTE:

1. Employees must obtain all "Core Skills" at each grade, up to the grade of their particular job model.
2. Employees must obtain all the skills of the lower grades in each job STREAM plus any other skills of other streams as required before progressing to a higher grade.
3. Employees must remain on their transitional grade for a minimum of 12 twelve weeks to allow for an assessment for re-grading to be conducted.

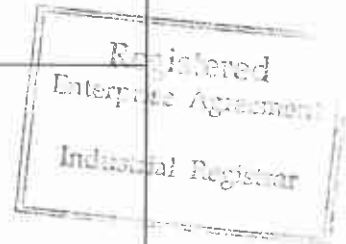


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SCHEDULE "B"

SKILLS MATRIX AND JOB MODELS

| WORK GROUP | CORE SKILLS (All persons must attain) (these skills) | GROUND MAINTENANCE | PACKING/ASSEMBLY | |
|------------|--|---|---|-----|
| LEVEL 5 | PERFORMANCE BASED WAGE LEVEL – Assessment at this level is based on individual performance and is at the discretion of the Company. The level is specifically designed to provide a mechanism for employees with minimum skill levels but high output (productivity) levels to be adequately remunerated. | | | |
| LEVEL 4 | <p>Complete contracts to a consistent standard. Ability to follow instructions and perform more complex tasks. Effective communication skills. Ability to complete work tasks with minimal supervision. Problem solving skills. Ability to anticipate additional work requirements. Ability to operate basic equipment with limited supervision. Limited literacy and numeracy skills.</p> | <p>Unit of Competency</p> <p>Basis operation of whipper snipper. Basic operation of edger. Use hand mower with minimal supervision. Capable of refueling equipment used for ground maintenance.</p> | <p>Unit of Competency</p> <p>Assist supervisor using more complex equipment. Assembly/Packing with limited supervision. Pack items by count.</p> | KPI |
| LEVEL 3 | <p>Good communication skills. Ability to cooperate with co-workers. Ability to complete work tasks with limited supervision. Undertakes safe work practices. Ability to recognise numbers and limited words. Limited problem solving. Exercise limited judgement. Complete basic tasks of essentially routine nature. Comprehend and react to situations appropriately. Ability to operate basic equipment under supervision.</p> | <p>Unit of Competency</p> <p>Basic operation of hand mower. Basic operation of blower. Perform weeding and rubbish collection tasks. Perform sweeping and raking. Basic knowledge of ground maintenance safety rules and regulations.</p> | <p>Unit of Competency</p> <p>Assembly/Packing to quality standard. Recognise faulty components. Ability to use basic equipment under supervision. Basic assembly (more than two components).</p> | KPI |



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| | | | | | |
|--|---|----------------------------------|--|--|--|
| <p>LEVEL 2</p> | <p>No unscheduled breaks. Communicate with staff and other employees. Keep work area, clean and tidy. Behave appropriately at work. Ability to follow simple instructions and perform one step tasks. Complete sections of work contracts with supervision. Work productively to a sufficient to cover wages. Ability to maintain work intensity. Work under direct supervision. Understand the need for safe work practices.</p> | | | <p>Packing items under supervision. Basic assembly (two components). Assemble/pack items using correct hygiene procedures.</p> | |
| <p>LEVEL 1 High Dependency 1 on 1 support undertaking Work Experience</p> | <p>ENTRY LEVEL Attend work punctually and on a regular basis. Attend work for the designated number of hours each day. Basic communication skills. Understand and follow simple work instructions. Manage self-care and personal hygiene. Ability to work in team environment (without disruptive behavior).</p> | | | | |
| <p>WORK GROUP</p> | <p>CORE SKILLS (All persons must attain) (these skills)</p> | <p>GROUND MAINTENANCE</p> | | <p>PACKING/ASSEMBLY</p> | |

During the life of the agreement the competencies contained in the above matrix will be expanded and further defined by the organisation to enable all parties to have a clearer understanding of the skill requirements and output (productivity) levels of each job model. The aim of the organisation is to create a wage assessment model which rewards an employee according to the acquisition and utilisation of competencies with components directly related to output (productivity).

NOTE:

1. Employees must obtain all "Core Skills" at each grade, up to the grade of their particular job model.
2. Employees must obtain all the skills of the lower grades in each job STREAM plus any other skills of other streams as required before progressing to a higher grade.
3. Employees must remain on their transitional grade for a minimum of 12 twelve weeks to allow for an assessment for re-grading to be conducted.



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 an 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 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

| 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. |

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.

W. H. J.
16 February 2002

Rec'd
Enterprise Agreement
Industrial Registrar