

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/244

TITLE: Travelling Tastes (Supported Employees) Workplace Agreement
2002

I.R.C. NO: IRC02/3029

DATE APPROVED/COMMENCEMENT: 24 June 2002

TERM: 24 June 2003

NEW/VARIATION/REPLACEMENT: New

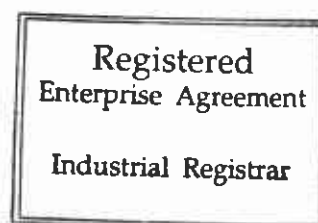
GAZETTAL REFERENCE: 9 August 2002

DATE TERMINATED:

NUMBER OF PAGES: 44

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to the employees of Murrumbidgee Enterprises Inc. who are eligible for or in receipt of a Disability Support Pension and engaged in the classifications specified in the agreement.

PARTIES: Murrumbidgee Enterprises Inc. -&- Sandra Johnson, Joylene Lashbrook



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1 PREAMBLE

Murrumbidgee Enterprise Inc. is a non-profit organisation partially 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. A purpose of the organisation is to:

- *Provide support to people with a disability in a manner that recognises and promotes their value as individuals;*
- *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;*

In addition to providing employment in accordance with community expectations, Murrumbidgee Enterprise Inc. also provides the following support at a higher level than would be usual in an organisation which did not have a similar purpose:

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

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

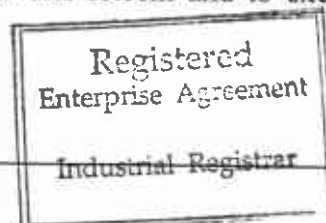
It is further acknowledged this primary relationship will have a direct impact on the operational costs of the service, the terms and conditions of employment and wage rates contained in this agreement and paid to employees.

The Agreement has been developed with a view to achieving the mission of the organisation, which is;

"To provide quality supported employment and training for people who have a disability living in Coleambally and Darlington Point areas. To provide assistance without discrimination and on a needs basis."

and to increase 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.



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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.



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2 TITLE

This agreement shall be known as the "Travelling Tastees (Supported Employees) Workplace Agreement 2002"

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

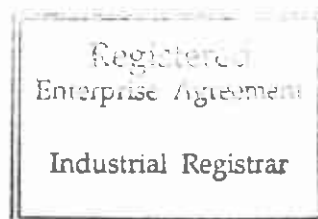
The rights of employees and employee organisations are dealt with and contained in the New South Wales Industrial Relations Act 1996, and will be adhered to by Murrumbidgee Enterprise Inc.

4 ARRANGEMENT

This agreement is arranged as follows:

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- 1.1 Intention
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- 1.5 Date and Period Operation
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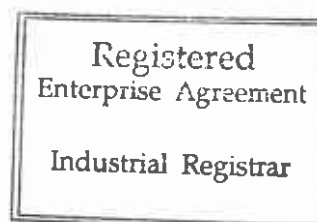
- 3.1 Levels Structure (Classifications)
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PART 9 MISCELLANEOUS

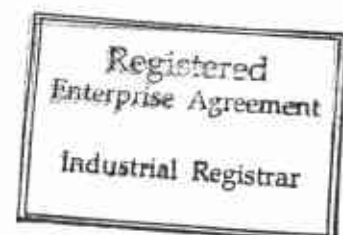
- 9.1 Superannuation

PART 10 SIGNATORIES TO AGREEMENT

SCHEDULE "A" - Wage Rates

SCHEDULE "B" - Skills Matrix and Job Models

SCHEDULE "C" - Skills Assessment



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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.

The 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.

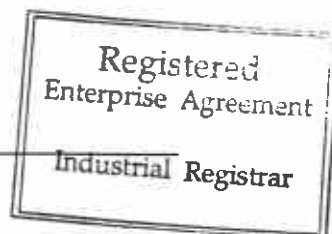
Work will be organised to maximise the flexibility of the work force while enabling employees to work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained.

The agreement aims to further the objectives of Murrumbidgee Enterprise Inc., which are 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 if they so choose.

In doing so "Murrumbidgee Enterprises Inc." 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) 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 activity which will enable any employee to perform where required any 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.



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1.2 Communication

Murrumbidgee Enterprise Inc. will endeavor 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.

Murrumbidgee Enterprise Inc. will schedule Individual Program 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....



Murrumbidgee Enterprise Inc. (hereafter referred to as ("**the Organisation**") of Brolga Place, COLEAMBALLY, NSW 2707 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 Murrumbidgee Enterprise Inc. (hereafter referred to as ("**the employees**") who are eligible for or in receipt of a Disability Support Pension and engaged in the classifications specified in Clause 3.1 Levels Structure (Classifications) of this agreement.

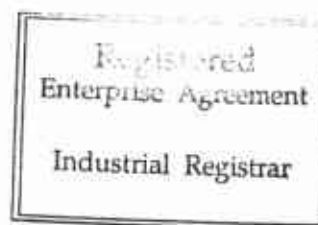
1.5 Date and Period of Operation

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

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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 Program Plans will be completed with all employees. 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 Workplace Agreement.

Time will be made available for the employee with an advocate if requested or required 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.

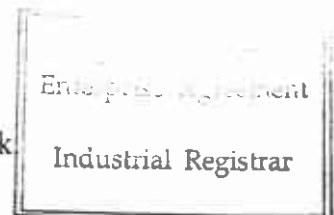
2.2 Engagement

2.2.1 Permanent Employees

Except for part-time 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



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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 with the employee(s) being advised of their performance standard during that period.

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 Abandonment of Employment

An employee who is absent from work for five (5) consecutive working days or more without the consent of the organisation and who has not made contact with the

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organisation or their supervisor shall be deemed to have abandoned their employment and shall be terminated and paid entitlements up to and including the last day worked.

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 Managing Challenging Behaviour

Where a situation warrants dismissal or severe discipline of a supported employee (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 Company in consultation with the employee and/or their guardian/parents or advocate.

2.8 Performance of Work

Employees will perform all reasonable 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.



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PART 3 - DEFINITIONS, SKILL DEVELOPMENT, EDUCATION AND TRAINING

3.1 Levels Structure (Classifications)

The level structure (classifications) contained in this agreement are those contained in the attachment **SCHEDULE "B" "Skills Matrix/Job Models"**.

3.1.1 Skills Matrix/Job Models

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

The Job Models have been developed through 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.

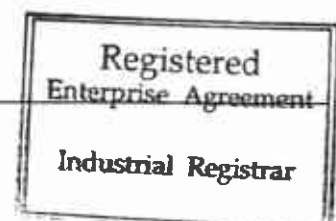
3.1.2 Skills Assessment

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

3.2 Skills Development

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



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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.

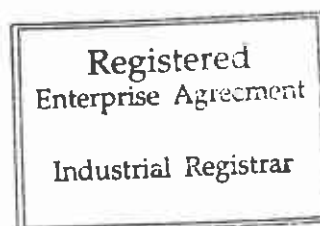
All employees of the organisation shall have a basic knowledge and/or shall undertake training in the following:

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.

3.2.2 Study Leave

Where the organisation determines that an employee shall undertake additional training the employee shall undertake such training. Provided, the training is undertaken during ordinary working hours the employee shall not suffer any loss of

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pay. The organisation shall endeavor to schedule training programs during ordinary working hours, however, if such training is conducted outside normal working hours the employee shall be paid at ordinary time rates while attending such training course.

All other non-organisation approved training undertaken outside ordinary working hours will be without pay.

3.2.3 Training Subsidy

Any cost associated with standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of a organisation approved training course shall be reimbursed by the organisation upon production of evidence of such expenditure. Provided that reimbursement shall be on an annual basis subject to the presentation of reports of satisfactory progress. A limit of one hundred dollars (\$100) per year will apply to textbooks but may be varied by approval of the organisation.

3.2.4 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/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.

3.2.5 Progression to Higher Level

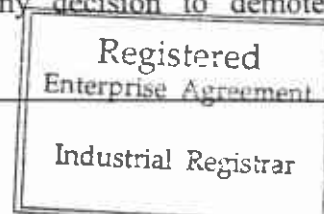
It is agreed that the introduction of a levels structure encourages employees to obtain additional skills to progress to a higher level.

An employee must have obtained the requisite skills nominated within the "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.

3.2.6 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 level. In this situation the organisation may demote the employee to a lower level more comparable to the employee's current skill, ability and productivity. Any decision to demote an

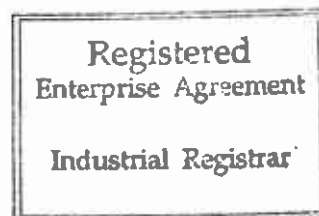


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employee to a lower level shall be determined by the organisation in consultation with the employee and/or their parent guardian or advocate.

3.2.7 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"** Competency Based Wage System. The rates of pay recognise and compensate the flexible arrangement within the workforce in relation to the way employees utilise the skills they possess.

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

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

4.2 Performance Based Wages for People with a Disability (Level 5, Wage Structure)

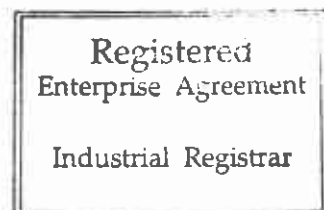
Both the organisation and employees agree the ability to utilise skills possessed to a higher level of performance and productivity are fundamental to increases in remuneration.

The organisation also recognises the work performance of individual employees with a disability 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/or 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.

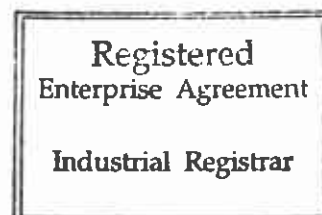
To this extent the organisation agrees to increase the minimum rates of pay contained in **SCHEDULE "A"** by an amount pro rata to, and in accordance with any State Wage Case decision as determined and granted by the New South Wales Industrial Relations Commission from time to time.

4.4 Payment of Wages

Wages shall be paid weekly into a nominated Bank Account of the employee's choice subject to the limitations of the organisations payroll and accounting systems or if the employee so requests by cash weekly.

Upon termination of employment, wages due to an employee shall be paid to the employee no later than the next normal pay cycle.

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

The organisation will promote the concept of flexible work arrangement to meet the personal needs and family responsibility of employees. The provisions of this clause are designed to provide employees and the organisation with options to make flexible time a benefit to both parties.

The hours, and days worked by employees shall be determined by the organisation and shall take into consideration the operational needs of the organisation and the special needs and family responsibilities of particular employee(s). The hours and days of work determined by the organisation may be changed by mutual agreement between the organisation and the majority of employee(s) concerned.

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-two and one half (32.5) per week, over a four week cycle with no more than eight (8) hours worked on any one day.

The days and 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 6am and 6pm except for meal breaks which will be taken by mutual agreement between the organisation and the majority of the employees concerned.

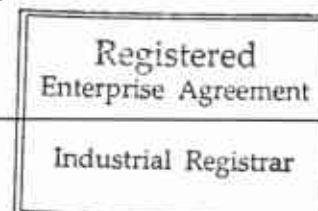
If it is deemed necessary for an employee to work ordinary hours outside the spread of hours, the employee shall be paid a fifteen percent (15%) loading on all ordinary hours worked outside the spread of hours.

5.3 Meal Breaks

An unpaid meal break of not less than thirty (30) minutes 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 ten minute sustenance break without loss of pay will be provided at a time agreed between the organisation and the employees taking into consideration the work requirements.



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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.



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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) 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 the organisation where practicable before 9.00am on the day of the absence 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 will not 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.

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 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),

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grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee

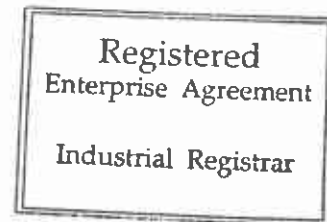
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis
- (e) a relative of the employee who is a member of the same household; where for the purposes of this paragraph
 - (i) 'Relative' means a person related by blood, marriage or affinity
 - (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 under the conditions of 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 pro-rata 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 pro-rata 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 pro-rata annual leave if the employee is terminated pursuant to Clause 2.6 Summary Dismissal of this agreement or resigns from the organisation.

6.4 Long Service Leave

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

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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 one additional day in substitution of 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. 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 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.

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
Registered
Enterprise Agreement

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.

Industrial Registrar

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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

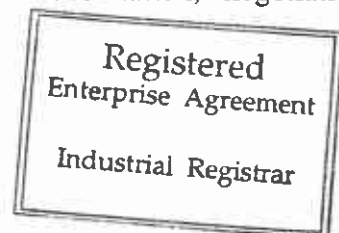
The procedure is designed to resolve any disagreement, dispute or occupational health and safety concerns in a fair manner and is based upon the following principles.

- (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 manager.



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The manager 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 (24 hours maximum or one working day) provide a comprehensive answer to the employee. The issue or concern and the answer provided by the manager shall be recorded.

Stage two

In the event of the employee not being satisfied with the answer provided, he/she will advise their manager who will arrange a meeting with the President, Advocate, Consumer and 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 President, Management Committee, Consumer and Advocate.

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

Stage four

In the event that the matter is still not resolved it will be referred to the External Complaints Unit as documented in the consumer handbook, Consumer, Advocate and Manager.

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

Stage five

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 employees 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



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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.

Serious Misconduct is a situation, which justifies instant dismissal. For example, the organisation regards the following actions as constituting serious misconduct: 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

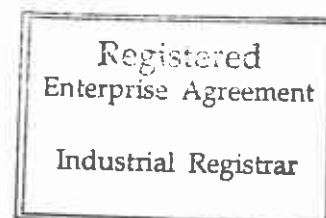
This is an opportunity to bring the performance or conduct which is unacceptable to the attention of the employee concerned, to establish the reasons for the unacceptable behaviour and to establish whether the organisation can provide any assistance to the employee to avoid it occurring in further instances.

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



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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 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.)

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- (c) If the employee's explanation is not acceptable, indicate to the employee that he/she is to be issued a final written warning.
- (d) Agree on specific action to be taken to remedy the problem and set a date for review.
- (e) Warn the employee that failure to improve will result in dismissal.

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

Step 4: Termination

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

The interviewer should:

- (a) Advise the employee of the reason for the 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.

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. At all times the employee may have an advocate of their choice present.

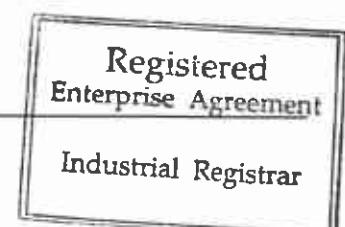
7.2.3 Serious Misconduct

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

Step 1

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

Step 2



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

Step 3

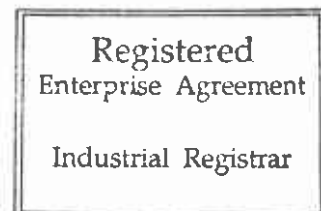
If the employee's defence or explanation can not be substantiated or is not acceptable and the serious misconduct substantiated by witnesses justifies termination the termination must be communicated to the employee at the time of the termination. Termination for serious misconduct does not require notice or compensation in lieu of notice. Termination without notice must not be proceeded with unless authorised by the Manager.

Step 4

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

7.3 Organisation Policy and Code of Conduct

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



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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.

Employees must wear closed footwear when working in a factory environment or outside maintenance.

8.3 Worker's Compensation

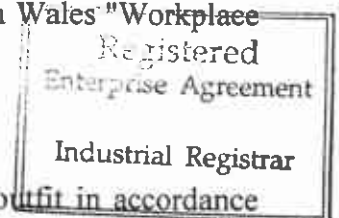
Workers' compensation shall be in accordance with the New South Wales "Workplace Injury Management and Compensation Act, 2000.

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 employed by the organisation.

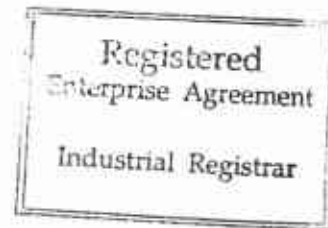
8.5 Use of Tools

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



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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.



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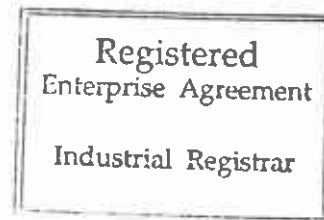
PART 9 - MISCELLANEOUS

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 as required by the relevant legislation.

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



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PART 10 – SIGNATORIES TO AGREEMENT

SIGNED FOR AND ON BEHALF OF

Murrumbidgee Enterprise Inc.:

Signature:

BJ Clarke

Print name and position held :

Elaine Joan Clarke - Manager

Signature:

[Signature]

Print name and position held :

CHRISTOPHER JOHN NOACK - TREASURER.

Dated this 3rd day of May 2002.

SIGNED FOR AND ON BEHALF OF

The supported employees of Murrumbidgee Enterprise Inc.:

Signature:

Wylene Lashbrook

Print name and position held :

Wylene Lashbrook - employee

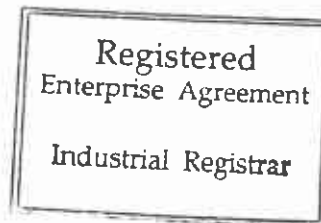
Signature:

Sandra Johnson

Print name and position held :

Sandra Johnson - employee

Dated this 3rd day of May 2002.



SCHEDULE " A "

COMPETENCY BASED WAGE SYSTEM

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

The purpose is to provide an equitable method of reward for all employees and particularly those employees with intellectual disabilities who have medium to high levels of disability and who require medium to high levels of support and close to medium levels of supervision.

The system recognises individual achievements and facilitates opportunities for progression to higher wage levels through the development and acquisition of, tasks competencies, work associated competencies and output competencies (productivity).

A competency based wage system does not provide as a general rule a mechanism for determining the output (productivity) of an employee or a group of employees. The concept of competency standard assessment establishes the skill (knowledge) and the ability of an employee to undertake particular tasks. The wage assessment model contained in this agreement provides a mechanism for determining wages based on both competency and productivity.

There are three distinct areas of work performance and assessment (*see Schedule "C" for assessment process*) within the competency based system, and remunerated according to predetermined wage levels and agreed assessment criteria. They are:

1. **Task Competencies** – Specific skills undertaken, to directly complete a job.
2. **Work Associated Competencies** – General vocational skills (referred to as "**CORE SKILLS**") necessary to maintain successful employment. These skills for people with a disability 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. **Output Competencies (Productivity)** – For people with a disability these are 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. Output Competencies include task related competencies at specific, measurable levels of output.

The competencies required by an employee to complete a task at the required level of output are contained in **SCHEDULE "B"** Job Models/Skills Matrix.

For people with a disability the percentage of Award wages contained in the table below represents the average output levels benchmarked 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 Company and able to be achieved by an employee without a disability.

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The Competency Based Wage System is the basis for the provision of minimum rates of pay as determined by a comparison of individual competencies against **SCHEDULE "B"** Skills Matrix/Job Models, and 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 in conjunction with the Individual Service Plan (ISP) process and facilitates clear career paths available and identifies training deficiencies for all employees.

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) hours work. The Agreement Award Weekly Rate is calculated as follows: (Award Grade Weekly Rate x 32.5 x productivity percentage = Agreement Award Weekly Rate)

Wage Level	Skill Level Competencies Required	Award Weekly Rate \$	% of Award Rate	Agreement Weekly Rate \$
Entry Level.	<ul style="list-style-type: none"> • Refer to SCHEDULE "B" Skills Matrix/Job Models. Introductory (<i>New Starter or High Support Needs</i>) • 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 	353.57	14.4%	51.00
1	<ul style="list-style-type: none"> • Refer to SCHEDULE "B" Skills Matrix/Job Models. 	353.57	18%	63.64
2	<ul style="list-style-type: none"> • Refer to SCHEDULE "B" Skills Matrix/Job Models. 	353.57	20%	70.71
3	<ul style="list-style-type: none"> • Refer to SCHEDULE "B" Skills Matrix/Job Models. 	353.57	25%	88.40
4	<ul style="list-style-type: none"> • Refer to SCHEDULE "B" Skills Matrix/Job Models. 	353.57	30%	106.07

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5	Performance Based Wage Level <ul style="list-style-type: none">Refer to SCHEDULE "B" Skills Matrix/Job Models.	353.57	18% to 100%	63.64 to 353.57
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Percentage of Award Wage refers to the Grade One contained in the Australian Liquor, Hospitality & Miscellaneous Workers Union Supported Employment (Business Enterprises) Award 1993.



SCHEDULE "B"

SKILLS MATRIX AND JOB MODELS

SUPPORTED EMPLOYEES

It is agreed this document is a working document and may be changed by the organisation during the life of the agreement to meet changes in the way work is done and/or the introduction of new or altered processes or Job Streams, but only following consultation with employees.

The unit of competencies contained in the skills matrix are enterprise specific competencies and represent the units of skill required by employees at each level of the structure. Each unit of skills has individual elements and performance criteria, which must be referred to when assessing if an employee is competent in the skill.

During the life of the agreement the competencies may be expanded and further defined to enable all parties to have a clearer understanding of the skill requirements, employee performance 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 performance and output (productivity).

NOTE:

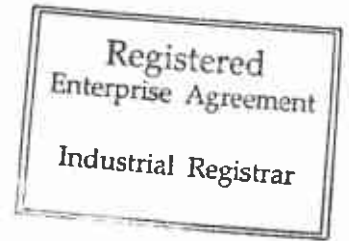
1. Employees must obtain all "Core Skills" at each level, up to the level of their particular job model.
2. Employees must obtain all the skills of the lower level in each job STREAM plus any other skills of other streams as required before progressing to a higher level.
3. Employees must remain on their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



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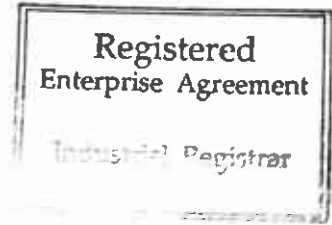
SKILLS MATRIX AND JOB MODELS

WORK GROUP	CORE SKILLS (All persons must attain) (these skills)	SHOP CATERING SERVICE	KITCHEN FOOD PREPARATION
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	<ul style="list-style-type: none"> • All lower levels plus • Work under limited supervision 1 – 10 • Communicate well with others • Exercise minimal judgement • Recognise basic quality deviations and faults • Answer telephones • Minimum 2 years experience 	<p>Unit of Competency</p> <ul style="list-style-type: none"> • All lower levels plus • Understand Menu • Perform independently with limited supervision • Answer questions competently • Take messages over telephone 	<p>Unit of Competency</p> <ul style="list-style-type: none"> • All lower levels plus • Excellent understanding of OH&S requirements • Excellent personal hygiene • Work with limited supervision • Perform independently
LEVEL 3	<ul style="list-style-type: none"> • All lower levels plus • Effectively communicate with customers/public • Basic literacy/numeracy skills • Able to read and comprehend simple documents • Ability to add & subtract • Basic use of calculator • Minimum of 12 months experience 	<p>Unit of Competency</p> <ul style="list-style-type: none"> • All lower levels plus • Use cash register in quiet times • Minimum supervision • Turn on washing machines • Good understanding of OH&S 	<p>Unit of Competency</p> <ul style="list-style-type: none"> • All lower levels plus • Operate kitchen appliances independently, mix-master, food processor, griller, oven, deep fryer, stove and microwave • Clean kitchen equipment • Cook cake/slice independently • Make soup independently • Make crepes independently • Make lasagne independently



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<p>LEVEL 2</p>	<ul style="list-style-type: none"> • All lower levels plus • Works under close supervision 1 – 5 • Exercise minimal judgement • Complete basic duties of essentially routine nature • Comprehend and react to situations appropriately • Efficient and effective cleaning • Team oriented • Know organisation policy and procedures 	<ul style="list-style-type: none"> • All lower levels plus • Fill drink fridge • Training to operate cash register 1 – 1 supervision • Make milkshakes • Make tea, coffee, cappuccino, hot chocolate – supervised • Clean windows and doors 	<ul style="list-style-type: none"> • All lower levels plus • Sweep floors and pick up dirt • Mop floors • Preparation of food in accordance with quality, health and hygiene requirements • Prepare salads • Cook cakes/slices with minimum supervision • Form hamburgers • Cook hamburgers, steak sandwich, bacon and egg rolls • Cook chips • Make crepes supervised • Make lasagne supervised • Make crepe fillings supervised • Put crepe fillings and soup into containers 	
<p>LEVEL 1</p>	<ul style="list-style-type: none"> • Entry Level plus • No unscheduled breaks • Communicate with staff and other employees • Keep work area clean and tidy • Behave appropriately at work 	<ul style="list-style-type: none"> • Entry Level plus • Basic literacy skills • Deliver food/drinks to tables • Clean rest rooms and back area • Sort cutlery • Recognise coins and notes up to \$20.00 • Count to 100 • Clean and fill salt, pepper, sugar containers • Clean fridge/benches/store/coolroom • Perform duties with constant supervision 	<ul style="list-style-type: none"> • Entry Level plus • Basic literacy skills • Assist cook by finding ingredients • Basic cooking with 1 – 1 supervision • Cut up chicken • Empty garbage bins • Fold washing 	



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<p>High Dependency 1 on 1 support undertaking Work Experience</p>	<p>ENTRY LEVEL</p> <ul style="list-style-type: none"> • Attend work punctually. • Communication skills. • Understand and follow work instructions. • Self-care and hygiene. • Basic knowledge of safety rules and regulations 	<p>ENTRY LEVEL</p> <ul style="list-style-type: none"> • Limited knowledge of duties • Good personal hygiene • Fold serviettes • Fold cutlery • Clean shop – vacuum, clean tables/benches/chairs • Basic numeracy skills • Set outside tables • Choose correct cutlery • Put washing in machine • Hang out washing 	<p>ENTRY LEVEL</p> <ul style="list-style-type: none"> • Good personal hygiene • Clean kitchen under supervision • Basic food preparation - peeling, chopping, grating and shredding • Wash and dry crockery, cutlery by dishwasher • Empty dishwasher and place in correct location • Set up equipment needed for day • Basic numeracy – count to 20 • Basic knowledge of safety rules and regulations • Make sandwiches • Clean kitchen equipment • Cook cake/slice/biscuit with buddy – 1 on 1 supervision 	<p>WORK GROUP</p>
<p>WORK GROUP</p>	<p>CORE SKILLS (All persons must attain) (these skills)</p>	<p>SHOP CATERING SERVICE</p>	<p>KITCHEN FOOD PREPARATION</p>	<p>WORK GROUP</p>

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SCHEDULE " C "

SKILLS ASSESSMENT

All employees will be assessed against the competencies (*skills*) contained in **SCHEDULE "B" Skills Matrix / Job Models** of the agreement. The assessment will be conducted during the first three months of the term of the agreement. Prior to the assessment 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:

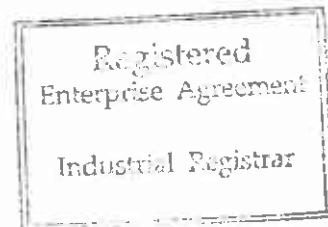
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- Measurements of products made or services delivered;
- Observations of processes carried out;
- Measurement of knowledge and understanding; and
- Observation of attitudes demonstrated.

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:

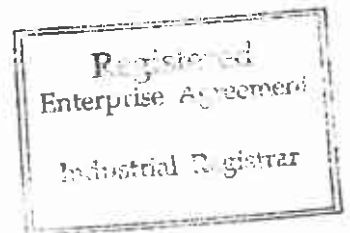
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- ❑ Assist and support an employee's gaining of competency in the workplace by monitoring the quality of his/her work performance and his/her rate of progress towards the achievement of the competency standard.
- ❑ Enable supervisors and training personnel 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:

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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 of the agreement.

