

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/170

TITLE: Witmore Enterprises Inc. (Supported Employees) Workplace Agreement 2004-2007

I.R.C. NO: IRC4/1527

DATE APPROVED/COMMENCEMENT: 16 April 2004

TERM: 32 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/338

GAZETTAL REFERENCE: 25 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 36

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to the employees of Witmore Enterprises Inc., located at 23a Bishopgate Street, Singleton NSW 2330, who are eligible for or in receipt of a Disability Support Pension

PARTIES: Witmore Enterprises Inc -&- Ross Baker, Cheryl Barratt, Angus Beal, David Bird, Limond Christian, Heath Cookson, Patrick Foley, Michael Kelly, Angela Peacock, Greg Perry, Malcolm Rinkin

WITMORE ENTERPRISES INC. (SUPPORTED EMPLOYEES) WORKPLACE AGREEMENT 2004 - 2007

A. PREAMBLE

Witmore Enterprises Inc. is a non-profit organisation partially funded by the Commonwealth 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.

It is acknowledged, Witmore Enterprises Inc. is an organisation that as a general rule does not operate pure employment services in a strictly commercial sense, it operates in an employment-like environment. In addition to providing employment in accordance with community expectations, Witmore Enterprises 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 Witmore Enterprises Inc. and its employees with a disability extends beyond that which is generally expected in an employer-employee relationship.

It is further acknowledged this primary relationship has a direct impact on the operational costs of the service, the terms and conditions of employment and wage rates paid to employees with a disability compared to rates of pay paid to an employee without a disability and covered by an Industry Award.

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

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

The agreement through its skills structure, training and support content, promotes community acceptance and recognition of the rights of employees with a disability and focuses on the abilities of employees not their disability.

B. NAME OF AGREEMENT

Witmore Enterprises Inc. (Supported Employees) Workplace Agreement 2004 - 2007

C. DOES THE AGREEMENT REPLACE AN AWARD?

The agreement replaces all awards that may have covered employees for the type of work and/or classifications contained in the agreement.

D. ARE THE RIGHTS OF THE EMPLOYEES PROTECTED?

The rights of employees are protected by the provision contained in the *New South Wales Industrial Relations Act 1996* and the *Disability Services Act 1986*.

Every employee has the right to seek assistance from an advocacy group or an employee organisation (Union), of their choice, to deal with matters relating to the agreement, their employment, or their wellbeing.

E. TABLE OF CONTENTS

This agreement is arranged as follows:

PART 1 GENERAL INFORMATION ABOUT THE AGREEMENT

- 1.1 Why do we need an agreement?
- 1.2 What is the purpose of the agreement?
- 1.3 How is information about the agreement communicated to employees?
- 1.4 Was the agreement made under duress?
- 1.5 Who is covered by the agreement?
- 1.6 When does the agreement start and finish?
- 1.7 Can employees make additional claims before the agreement finishes?

PART 2 TERMS AND CONDITIONS OF EMPLOYMENT

- 2.1 What will the organisation give employees when they start work?
- 2.2 How will employees be employed?
- 2.3 Is there a probationary period?
- 2.4 Can an employees' employment be terminated?
- 2.5 How does the employer manage challenging behaviour in the workplace?
- 2.6 What happens if an employee abandons their employment?
- 2.7 Can an employee be instantly dismissed?
- 2.8 Are employees entitled to severance pay?
- 2.9 What work do employees have to perform?

PART 3 SKILL DEVELOPMENT, EDUCATION AND TRAINING

- 3.1 How is an employee classified?
- 3.2 What is a Skills Matrix/Job Model?
- 3.3 How do employees develop their skills?
- 3.4 Does the employer provide induction training?
- 3.5 Will the employer develop a career plan for employees?
- 3.6 Will an employee be paid for training?
- 3.7 How does an employee progress to a higher "Job Model"?
- 3.8 Can an employee be adjusted to a lower "Job Model"?
- 3.9 Will the organisation review an employees' performance?

PART 4 WAGES AND ALLOWANCES

- 4.1 What wages are employees paid?
- 4.2 Is an employees pay based on how much work they do?
- 4.3 Do I receive extra money if I use my own motor vehicle for work?
- 4.4 Do employees get pay increases before the agreement finishes?
- 4.5 How does the organisation pay wages?

PART 5 HOURS OF WORK

- 5.1 When and what times do employees have to work?
- 5.2 Do employees get extra pay if they work overtime?
- 5.3 Are employees paid for meal breaks?
- 5.4 Do employees have a morning tea break?
- 5.5 What happens if there is not enough work for employees?
- 5.6 Can the organisation change the times employees work?

PART 6 LEAVE ENTITLEMENTS

- 6.1 Are employees entitled to sick leave?
- 6.2 Can employees stay home and look after their family?
- 6.3 Are employees entitled to Annual Leave?
- 6.4 Are employees entitled to Long Service Leave?
- 6.5 Do employees get paid if they go to a funeral?
- 6.6 Do employees get paid on a Public Holiday?
- 6.7 Are employees entitled to Parental Leave?
- 6.8 Can employees have leave without pay?

PART 7 ORGANISATION POLICY AND PROCEDURES

- 7.1 What do employees do if they have a grievance or a dispute with the organisation or another employee?
- 7.2 What does the organisation do if an employee does something wrong?
- 7.3 Do employees have to follow the organisations policies and code of conduct?
- 7.4 What is the role of the Workers Committees?

PART 8 OCCUPATIONAL HEALTH AND SAFETY

- 8.1 Does the organisation have to provide a safe workplace?
- 8.2 Do employees receive protective clothing and safety equipment for work?
- 8.3 What happens if an employee is injured at work?
- 8.4 Does the organisation provide First Aid facilities?
- 8.5 Can an employee use hand or power tools at work?

PART 9 MISCELLANEOUS

- 9.1 Are employees entitled to receive Superannuation?

PART 10 SIGNING THE AGREEMENT

- SCHEDULE "A" - Pro-rata Award Based Wages
- SCHEDULE "B" - Skills Matrix/Job Models
- SCHEDULE "C" - Skills Assessment Process
- SCHEDULE "D" - Assessment Tool Pro-rata Award Based Wages

PART 1 - GENERAL INFORMATION ABOUT THE AGREEMENT

1.1 Why Do We Need an Agreement?

The agreement formalises and consolidates the terms and conditions of employment already enjoyed by employees into one complete document. It legitimises those terms and conditions and will require the employer to give their employees their legal entitlements.

The making of the agreement is to ensure that no employee covered by the agreement will be disadvantaged compared to an employee doing similar work and covered by an award.

1.2 What is the Purpose of the Agreement

The purpose of the agreement is to create an environment, which will encourage and support a highly skilled and committed work force.

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

The agreement aims to meet the objectives of Witmore Enterprises Inc. which are to:

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

In doing so Witmore 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.

1.3 How is Information About the Agreement Communicated to Employees?

Information will be provided to employees to support them in making informed decisions in regard to their employment, the agreement and the consequences of their decisions.

Information will be given in 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
- (f) Access to advocacy groups.

Employees will have the choice to include their parent/guardian, advocate and/or an independent employee representative to assist them to understand and appreciate the full significance of discussions and to make informed decisions and choices.

1.4 Was the Agreement Made under Duress?

No employee was directed or required to make the agreement if they did not want to do so. The agreement is in the interest of both the employees and the organisation.

Special arrangements were made to ensure that employees were consulted and informed in a way that they understood the content of the agreement and the implications the terms and conditions in the agreement would have on their employment.

1.5 Who is Covered By the Agreement?

Witmore Enterprises Inc. of 23a Bishopgate Street SINGLETON NSW 2330 (hereafter referred to as "the organisation")

AND

The employees of the organisation who are eligible for or in receipt of a Disability Support Pension (hereafter referred to as "the employee(s)").

1.6 When Does the Agreement Start and Finish

The agreement starts on the date it is approved and finishes on 31st December 2006.

1.7 Can Employees Make Additional Claims Before the Agreement Finishes

No additional claims can be made by employees until the agreement finishes.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 What Will the Organisation Give Employees When They Start Work?

When an employee starts work the organisation will give them (and/or their parent, guardian or advocate) a written "Terms of Engagement" letter and a "Job Description" which will specify the following information:

- (i) duties and responsibilities career plan and summary of the employee's training obligations terms and conditions of employment including the provisions of this agreement.
- (ii) commencement date and general terms and conditions including;
 - employee's regular hours of work
 - employee's classification
 - employee's rate of pay
 - the payment of wages.
- (iii) summary of requirements, if any, for the employment of the employee which have been specified by the funding authority.
- (iv) the organisations "Employee Handbook" including;

Policies and Procedures

Department of Family and Community Service Quality Standards

Access to advocacy groups.

2.2 How Will Employees Be Employed?

Employees can be employed in any of the following ways;

Full-Time Employee

A full-time employee is a person who works thirty five (35) hours per week averaged over a four (4) week cycle.

Part -Time Employee

A part-time employee is a person who works less than a full-time employee on regular days.

The hourly rate for a part time employee is calculated at one-thirty fifth of the full-time employee weekly rate applying to the classification. A part-time employee is entitled to all the benefits and conditions enjoyed by full-time employees on a pro-rata basis.

The organisation may change the regular days and hours of a part-time employee but only after giving the employee reasonable notice.

Casual Employee

A casual employee is a person who is engaged by the hour. The minimum number of hours a casual employee is paid for each engagement is three (3).

The hourly rate paid to a casual employee is the same as that paid to a full-time employee plus a loading of twenty four percent (24%). The loading is inclusive of the annual leave entitlement, contained in the Annual Holidays Act 1944.

Seasonal Employees

A seasonal employee is a person who is engaged to provide additional labour during periods of identified operational need.

A seasonal employee may be engaged as a full-time or part-time employee but must be for a specified term.

2.3 is Their a Probationary Period?

A probationary period of three months will apply to all new employees.

2.4 Can an Employees Employment Be Terminated?

The organisation can terminate the employment of an employee by giving 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.

If an employee resigns from the organisation the employee must give the same notice as the organisation.

The organisation can 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 How Does the Employer Manage Challenging Behaviour in the Workplace?

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

Such suspension shall be regarded as appropriate for the protection of the individual, the safety of other persons and/or the protection of the commercial trading reputation of the organisation. Every effort will be made to ensure the employee concerned understands the reason for the suspension.

A program of support and training will be offered on the return to work of the employee. Any suspension will be seen as a constructive and positive step towards the resolution of the problem.

The period of suspension shall be determined by the organisation in consultation with the employee and/or their guardian/parents, advocate and/or an independent representative, but in general shall not exceed four (4) weeks in duration.

2.6 What Happens If an Employee Abandons Their 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 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.

2.7 Can an Employee Be Instantly Dismissed?

The organisation has have the right to dismiss any employee without notice for serious misconduct which justifies instant dismissal, (see clause 7.2 Disciplinary Policy and Procedures).

If an employee is instantly dismissed the employee will be paid all entitlements up to the date and time of dismissal only.

2.8 Are Employees Entitled to Severance Pay?

Employees, excluding casuals are entitled to severance pay (redundancy) when the position they hold is no longer required by the organisation. This clause shall only apply if at the time of the redundancy the organisation employs less than fifteen full-time employees. The process will be in accordance with the following terms;

When are Employees to be Notified?

Where the organisation has made a decision to introduce changes which may effect the employment of employees including termination, the organisation shall notify those employees who may be affected by the proposed changes.

Will the Employer Discuss the Change with Employees?

The organisation shall discuss with the employees affected, and if requested their parents/guardian, advocate and/or an independent representative the introduction of the changes referred to above, and the effects the changes are likely to have on the employees.

Are Employees Entitled to "Notice of Termination" of Employment?

Employees are entitled to notice of termination and will be in accordance with Clause 2.4 Termination of Employment of this agreement.

How much Severance Pay will an Employee Receive?

Employees will receive the following severance pay when terminated in accordance with this clause.

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

If 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 at the date of termination.

Are Employees entitled to receive a "Statement of Employment"?

The organisation will provide the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed.

Will Employees receive an "Employment Separation Certificate"?

The organisation will provide the employee an "Employment Separation Certificate" in the form required by the relevant Government Department.

2.9 What Work Do Employees Have to Perform?

Employees will perform all reasonable work as directed within their skill and competence. No employee will be required to perform work which they have not been trained to do.

PART 3 - SKILL DEVELOPMENT, EDUCATION AND TRAINING

3.1 How is an Employee Classified?

In this agreement an employee classification is referred to as a "Job Model".

The "Job Model" of each employee is contained in the attachment SCHEDULE "B" Skills Matrix/Job Model.

The organisation will allocate each employee the appropriate "Job Model" on the commencement of employment. The "Job Model" will be determined on the skills, performance and productivity of the employee as assessed by the organisation.

3.2 What is a Skills Matrix/Job Model?

A Skills Matrix/Job Model is a list of identified skills (competencies) and reflects all the tasks undertaken within the organisation. Specific skills are grouped together to establish each "Job Model". An employee must have all the skills in a particular "Job Model" to be eligible to be appointed to that "Job Model" and paid as such.

The "Job Models" have been developed through consultation and an assessment process with employees. Each "Job Model" has been assessed relevant to the skills required, the productivity and performance of employees and where these attributes fit into the "Skills Matrix".

Each "Job Model" has been placed into a specific pay level contained in SCHEDULE "A" "Pro-Rata Award Based Wages".

How are Employees Skills Assessed?

All employees are assessed against the skills contained in SCHEDULE "B" Skills Matrix/Job Model and placed in the appropriate "Job Model". The assessment system and process is contained in SCHEDULE "C" Skills Assessment Process.

3.3 How Do Employees Develop Their Skills?

The organisation is committed to providing more flexible working arrangements, improving the quality of working life, enhancing skills and job satisfaction, and assisting positively in employee development. The commitment is to:

- a) Develop a more skilled and flexible workforce;
- b) Provide employees with career opportunities through appropriate paid training;
- c) Encourage employees to acquire additional skills;
- d) Remove barriers to the utilisation of skills acquired;
- e) 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.

To this extent every employee will be given the opportunity to increase their skill levels through appropriate structured training, subject to;

- (i) the requirements of the organisation to maintain productivity levels;
- (ii) the ability of the employee to be trained;
- (iii) the skills needed within the organisation;
- (iv) the financial constraints of the organisation; and
- (v) the requirements of the Disability Service Standards.

Training and assessment programs will be structured to meet all current legislative and National Training Board framework requirements.

3.4 Does the Employer Provide Induction Training?

Each employee will on commencement of employment be provided with an "Employee Handbook and training as follows;

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

3.5 Will the Employer Develop a Career Plan for Employees?

The organisation will develop a "Career Plan" for each employee.

The plan will be used to identify employee development and training needs and will consider such issues as employee needs, choices and expectations, objectives of the organisation and quality assurance.

3.6 Will an Employee Be Paid for Training?

Where the organisation approves the training of an employee, the employee will be paid for the training.

All training not approved by the organisation will be without pay.

Any cost associated with standard fees for courses, prescribed textbooks incurred in connection with the undertaking of an approved training course will be paid by the organisation.

3.7 How Does an Employee Progress to a Higher "Job Model"?

Employees must obtain additional skills to progress to a higher "Job Model".

To progress to a higher level an employee must have obtained all the skills nominated within the "Job Model" at their current level as well as all the skills nominated at a higher "Job Model" before advancing to that higher level.

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

3.8 Can an Employee Be Adjusted to a Lower "Job Model"?

Some employees may be assessed during their performance review to have lost or not maintained skills required at their current "Job Model". In this situation the organisation may adjust the employee to a lower "Job Model" more comparable to the employee's current skill, ability and productivity.

Any decision to adjust an employee to a lower "Job Model" will be determined by the organisation in consultation with the employee and/or their parent/guardian, advocate and/or an independent representative. No adjustments will be made in the first twelve (12) months of this Agreement.

3.9 Will the Organisation Review an Employees Performance?

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

PART 4 - WAGES AND ALLOWANCES

4.1 What Wages Are Employees Paid?

Will Employees receive less money?

No employee will be paid less than they are being paid before making this agreement.

How much money are employees paid?

The weekly amount of money paid to an employee is contained in the attachment SCHEDULE "A" Pro-rata Award Based Wages.

Pro-rata Award Based Wages and the percentage of the Award wage payable has been determined based on the following assessment criteria;

- a) The skills required at each level,
- b) The average productivity of the group of employees with the same skills at each level,
- c) The level of supervision required at each level,
- d) The training needs of the employees at each level, and
- e) The social and behavioural skills of the employees at each level.

Who determines how much money is paid to employees?

The organisation in consultation with the employees will determine how much money each employee receives.

4.2 Is an Employees Pay Based on How Much Work They Do?

An employees wage is based on how much work they do (productivity), how well they do the work (performance) and if the employee knows how to do the work. (skills)

Can employees be paid more money if they are more productive then other employees?

The organisation recognises that some employee may perform at a higher level of performance then other employees at a similar level of skill or employees that are allocated the same "Job Model".

Employees who are recognised by the organisation to be performing at a higher level of performance at their current level may be re-assessed in accordance with SCHEDULE "C" Skills Assessment Process. The assessment will assess the level of skill, and performance of the employee against predetermined criteria. Such criteria shall include but is not limited to;

Leadership Skills

Overall Work Performance

Productivity (Output)

Formal Qualifications

Level of Skill Obtained

Adaptability

Initiative

Behavioural Competencies

Following assessment, a wage rate will be determined by the organisation within the wage range contained SCHEDULE "A" Pro-rata Award Based Wages Level 5.

4.3 Do I Receive Extra Money If I Use My Own Motor Vehicle for Work?

Employees, who are requested and agree to use their own motor vehicle for work shall be paid an allowance in accordance with "SCHEDULE A" Motor Allowance for each kilometer travelled. Provided:

- a) The driver holds a current RTA drivers licence
- b) The motor vehicle has current vehicle registration and CTP insurance.
- c) The motor vehicle has comprehensive motor vehicle insurance.

4.4 Do Employees Get Pay Increases Before the Agreement Finishes?

The organisation will increase the rates of pay contained in SCHEDULE "A" Pro-rata Award Based Wages, on the 1st July each year, 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.

4.5 How Does the Organisation Pay Wages?

Wages are paid weekly into a Financial Institution banking account of the employee's choice subject to the limitations of the organisations payroll and accounting systems.

If an employees employment is terminated, wages due to the employee will be paid to the employee no later than the next normal pay cycle.

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

PART 5 - HOURS OF WORK

5.1 When and What Times Do Employees Have to 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 will be determined by the organisation and shall take into consideration;

- a) the operational needs of the organisation, and
- b) the special requests and needs of particular employees.

The hours and days of work determined by the organisation may be changed by mutual agreement between the organisation and an individual employee or the majority of employee(s) concerned.

What are the hours of work?

The ordinary hours of work, excluding meal breaks will be an average of thirty five (35) hours in any week over a four (4) week cycle with no more than eight (8) hours worked on any day.

The ordinary hours of work must be worked between 6am and 6pm Monday to Saturday.

If an employee works ordinary hours outside 6.00am and 6.00pm, the employee will be paid a fifteen percent (15%) loading on all ordinary hours worked.

Do employees have to work ordinary time on a Saturday?

No employee will be directed to work ordinary time on a Saturday. An employee will only work ordinary time on a Saturday if they agree to do so.

What time do employees start and finish work?

The starting and finishing times will be set by the organisation taking into consideration the travel and family commitments of the employees. The working hours will be conveyed to each employee on commencement.

To meet operational needs the starting and finishing times may be altered by the organisation but only following consultation with the employees concerned.

5.2 Do Employees Get Extra Pay If They Work Overtime?

If an employee works hours additional to the ordinary hours of work the additional hours will be paid as overtime. An employee will only be required to work overtime if they agree to do so.

What extra money do employees receive if they work overtime on Monday to Saturday?

Employees will be paid time and one half for the first two hours and double time thereafter.

What extra money do employees receive if they work overtime on a Sunday?

Employees will be paid double time.

What extra money do employees receive if they work overtime on a Public Holiday?

Employees will be paid double time and one half with a minimum payment of four hours. This payment will be in substitution for the provisions of Clause 6.6 Public Holidays of this agreement.

Can employees bank overtime hours worked?

An employee may bank overtime worked (at single time) and by agreement with the organisation take the time banked off at a later date.

5.3 Are Employees Paid for Meal Breaks?

Employees will take an unpaid, hour meal break within five (5) hours of commencing work each day. The time the break is taken is at the discretion of the organisation.

If an employee works overtime for more than two (2) hours after the ordinary ceasing time the employee will be entitled to an additional paid, half hour meal break and a meal allowance set out in "SCHEDULE A" Pro-rata Award Based Wages (Meal Allowance). If the organisation provides a suitable meal for the employee, no allowance is payable.

5.4 Do Employees Have a Morning Tea Break?

A paid fifteen (15) minute break for morning or afternoon tea will be given to employees. The time the break is to be taken will be agreed between the organisation and the employees.

5.5 What Happens If There is Not Enough Work for Employees?

Where an employee cannot be gainfully employed within their normal work site/team the employee may be required to work temporarily within any other site/team or division of the organisation. The duties at the other site/team or division must be similar to the skills and competencies held by the employee.

An employee required, to undertake alternate duties will not be financially disadvantaged by the temporary redeployment.

5.6 Can the Organisation Change the Times Employees Work?

The hours of work and the way in which work is scheduled may be changed by the organisation but only following consultation with employees. Any agreement between the employees and the organisation must be in writing.

PART 6 - LEAVE ENTITLEMENTS

6.1 Are Employees Entitled to Sick Leave?

Employees are entitled to five day during the first year of employment and eight (8) days sick leave per year for every other year of employment on full pay.

Do employees need to produce a doctor certificate if they are on sick leave?

A medical certificate must be given to the organisation if the employee is;

- (a) absent more than two (2) single days in any year; or
- (b) where an apparent pattern of absenteeism has been observed; or
- (c) for more than two (2) days absence on any occasion.

Should an employee absent on sick leave notify the organisation?

An employee must notify the organisation before 9.00am on the day of the absence and as far as practicable state the nature of the illness and/or injury and the estimated duration of absence.

Does untaken sick leave entitlement cumulate from year to year?

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

6.2 Can Employees Stay Home and Look After Their Family?

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

An immediate family member is identified as follows...

- (a) a spouse of the employee
- (b) a de facto spouse who in relation to a person is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis though not legally married to that person
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis
- (e) a relative of the employee who is a member of the same household; where for the purposes of this paragraph
 - (i) 'Relative' means a person 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 to an employee in accordance to this clause will be paid out of the employees sick leave entitlements and under the conditions of Sick Leave. (see Clause 6.1 Sick Leave).

6.3 Are Employees Entitled to Annual Leave?

Employees are entitled to Annual Leave in accordance with the Annual Holidays Act 1944 NSW.

Do employees receive Annual Holiday Loading

Employee will be paid a loading of 17.5 per cent loading on Annual Leave entitlements.

If an employees service is terminated by the organisation the employee will be entitled to Loading on all Annual Leave entitlements paid on termination.

Are Employees entitled to Annual Leave during Annual or General Shut Down Periods

Where the organisation determines that due to commercial circumstances there is a need to close or stand down employees, employees may use their Annual Leave entitlement or take special leave without pay during the closure or standing down periods.

6.4 Are Employees Entitled to Long Service Leave?

Employees are entitled to Long Service Leave in accordance with the *Long Service Leave Act, 1955*.

6.5 Do Employees Get Paid If They Go to a Funeral?

An employee shall be entitled to leave with pay up to and including the day of the funeral of an immediate family member. An immediate family member is identified in Clause 6.2. The payment of leave on each occasion shall not exceed the number of hours worked by the employee in two (2) ordinary day's work.

6.6 Do Employees Get Paid on a Public Holiday?

An employee (excluding a casual employee) normally rostered to work on a day a Public holiday falls will be paid for the Public Holiday. Public Holidays are those gazetted as a public holiday throughout the State of New South Wales and include: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any holiday duly proclaimed and observed as a public holiday within the area in which the organisation is situated.

Employees will be entitled to one additional day in substitution of the Union picnic day which must be taken during the Christmas and New Year period.

6.7 Are Employees Entitled to Parental Leave?

Employees are entitled to Parental leave in accordance with Chapter 2, Part 4, Division 1, Parental Leave, of the *New South Wales Industrial Relations Act 1996*

6.8 Can Employees Have 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.

PART 7 - ORGANISATION POLICY AND PROCEDURES

7.1 What Do Employees Do If They Have a Grievance Or a Dispute With the Organisation Or Another Employee?

If an employee has a grievance or dispute with the organisation or another employee the process contained in this clause will be followed.

Grievance or Dispute with the organisation or about this agreement

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.

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.

Dispute or Grievance Resolution Procedure

Stage one

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

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

Stage two

In the event of the employee not being satisfied with the answer provided, the employee will advise their supervisor who will arrange a meeting with their Manager and/or Workers Committee (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 General Manager.

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.

Complaints or Disputes about other employees

Employee may raise a complaint or grievance about another employee with management. Employees who raise complaints can do so freely without fear of retribution. The procedure to deal with complaints or grievances of this nature are contained in the "Employees Handbook".

7.2 What Does the Organisation Do If an Employee Does Something Wrong?

If an employee's performance or conduct is not to the standard required by the organisation the employee will be disciplined in accordance with the provisions of this clause (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.

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.

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.

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 an employee representative or 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 an employee representative or a third party observer should:

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

The counselling/disciplinary interview record should be completed and kept on the employee's file. Once the written warning is completed and authorised by the General Manager or delegated officer, 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 an employee representative or 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 or another delegated officer, 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 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 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 employee representative or advocate of their choice present.

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 and if requested, parent/carer and/or employee representative or advocate 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 cannot 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 Do Employees Have to Follow the Organisations Policies 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.

7.4 What is the Role of the 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 will establish a Workers Consultative Committee made up of supported employees who are elected representatives of supported employees of the organisation.

Workers Consultative Committee Procedures

The workers committee shall typically include:

- (i) The elected Worker Representatives;
- (ii) The General Manager or delegated officer;

The Committee shall have a maximum of five representatives.

The appointment of management representatives will be determined by management and the election/appointment of employee representatives will be determined by the employees.

The group, once established, may invite persons with expertise related to particular issues to be discussed to attend specific meetings.

The following matters shall form the basis for the work of the committee, which shall seek to reach agreement on the matters and make recommendations to senior management/employees who will take account of the views and the deliberations of the committee;

- (i) Report on and review issues of concern to supported employees and management, including work related concerns, business matters including financial results and emerging issues, social and community matters.
- (ii) To consider the introduction of new or revised safe work methods or work arrangements, and inform the OH&S Committee deliberations in such matters.
- (iii) To report on the committees deliberations to the supported employees through their fortnightly group meeting.

The workers committee shall meet at least once monthly.

A reasonable time limit shall be placed on the length of meetings. Enough time shall be provided to adequately deal with agenda items. Meetings shall operate on a consensus basis.

The minutes of the meeting shall be circulated at the following employee group meeting. The minutes shall also be placed on the organisation notice board for the information of those employees who choose not to attend the group meeting.

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

PART 8 - OCCUPATIONAL HEALTH AND SAFETY

8.1 Does the Organisation Have to Provide a Safe Workplace?

Both the organisation and employees are committed to the safe operation of machinery and equipment, to the observance of safe working practices, the proper use of all personal safety equipment and to the safety and good health of all employees and other persons who may enter the workplace. To facilitate this, the following principles are agreed:

- a) It is the organisation's obligation as far as is reasonably practicable to provide a safe and healthy workplace;
- b) It is each employee's obligation to take reasonable care for the health and safety of other persons in the workplace who may be effected by their act or omissions and to co-operate with the organisation in ensuring that the workplace is healthy and safe;
- c) Any worker becoming aware of a situation which is actually or potentially unsafe will immediately report the situation to their supervisor or an appropriate management representative;
- d) All issued safety equipment, clothing and footwear must be used and worn in the manner intended;
- e) It is strictly against the rules of the workplace to misuse, interfere with, or make inoperative, any safety equipment, guards, or fire protection equipment;
- f) Horseplay at the workplace is dangerous and can lead to the injury of those involved or bystanders, and is therefore prohibited;
- g) Any damage to safety plant or equipment must be reported to the supervisor or an appropriate management representative as soon as possible; and

Any breach of workplace safety rules and policies or of the above provisions may lead to disciplinary action and dismissal.

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 Do Employees Receive Protective Clothing and Safety Equipment for Work?

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 all employment environments.

8.3 What Happens If an Employee is Injured at Work?

The organisation will assist an employee who is injured at work to return to pre-injury duties. If the employee cannot work as a result of the injury the employee will receive Workers' compensation in accordance with the *Workers Compensation Act 1987* and the *New South Wales Workplace Injury Management and Compensation Act, 1998*.

8.4 Does the Organisation Provide First Aid Facilities?

The organisation shall provide and maintain a suitable first aid kit in accordance with the Occupational Health and Safety Regulations 2001, which shall be available to employees and, where practicable a trained first aid person for each work location shall be available to employees.

8.5 Can an Employee Use Hand Or Power Tools at Work?

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 Are Employees Entitled to Receive 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 organisation shall provide training and assistance to employees in understanding the concept and benefits of Superannuation and the completion of an application form.

PART 10 - SIGNING THE AGREEMENT

SIGNED FOR AND ON BEHALF OF

Witmore Enterprises Inc.:

Signature: _____

Print name and position held: David Walker, General Manager

Signature: _____

Print name and position held: Ken Gate, Secretary

Dated this 2 day of March 2004.

SIGNED BY THE EMPLOYEE OF WITMORE ENTERPRISES INC.

Name : Cheryl Barratt Signature : _____

Name : Angus Beal Signature : _____

Name : Heath Cookson Signature : _____

Name : Malcolm Rinkin Signature : _____

Name : Greg Perry Signature : _____

Name : Ross Baker Signature : _____

Name :	_____	Signature :	_____
	Angela Peacoll		
Name :	_____	Signature :	_____
	Micahel Kelly		
Name :	_____	Signature :	_____
	Patrick Foley		
Name :	_____	Signature :	_____
	David Bird		
Name :	_____	Signature :	_____
	Christian Limond		
Name :	_____	Signature :	_____
	Herbert Sinclair		
Name :	_____	Signature :	_____
	Deborah Jongerden		
Name :	_____	Signature :	_____
	Maryanne McMahon		

SCHEDULE "A"

PRO-RATA AWARD BASED WAGE

Pro-rata Award Based Wages in this agreement are 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 unbiased method of reward for all employees and particularly those employees with 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 performance.

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 performance.

In determining a Pro-rata Award wage it is important to compare the skill, or indicative tasks required to be undertaken by an employee covered by the award and remunerated accordingly against the ability of a person with a disability to undertake the same tasks at the same level of performance. Additional to this comparison is the requirement of the organisation to take into consideration the provision of additional support to people with a disability that would not be required to an employee in an open employment environment. Those additional services include:

Higher levels of supervision

Higher degree of focused training

Behavioural Management

Within the pro-rata award based system there are three distinct areas of work performance and assessment to be undertaken (see Schedule "C" for Assessment Process). They are:

1. Task Competencies - Specific set of skills undertaken, to directly complete a whole 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 behaviour and vocational skills to successfully proceed to open and/or self-employment opportunities.
3. Performance - 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 performance for people without a disability, which are measured against pre-determined outputs (productivity) established by management.

Performance measures are those specific tasks which have measurable levels of output and on which, employees can have a direct impact on the outcomes.

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

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

The Pro-rata Award Based Wage Structure in this agreement is the basis for the provision of minimum rates of pay and is determined by a comparison of individual competencies (skills) contained in SCHEDULE "B" Skills Matrix/Job Models, and the skills required by an employee covered by an award relevant to the type of work undertaken.

This structure is the first stage of a three-step wages continuum towards open and/or self-employment. The three stages are:

Pro-rata Award Based Wages (Working in Business Services)

Supported Wage System (SWS) (Working with host employers)

Award Wages (Open and/or self employment)

The three step process enables effective goals for all participants to be set in conjunction with the Individual Performance Plan (IPP) process and facilitates clear career paths available and identifies training deficiencies and needs 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 five (35) hours work. The Agreement Pro-rata Award Weekly Rate is calculated as follows: (Award Grade, Weekly Rate ÷ 38 x 35 x productivity percentage (refer to Schedule "D") = Agreement Pro-rata Award Weekly Rate)

Wage Level	Skill Level Competencies Required	Award Weekly Rate \$	% of Award Rate	Agreement Pro-rata Award Weekly Rate \$	Agreement Hourly Rate \$
Entry Level. (Intro.)	<p><i>New Starter or High Support Needs</i></p> <ul style="list-style-type: none"> • Workplace standards - Modules 1 - 10. • Undertaking training to gain general vocational skills • Being assessed to measure 	448.40	15%	61.95	1.77

	ability to move to Level 1.				
1	<ul style="list-style-type: none"> Refer to SCHEDULE "B" Selection of paint colours Painting wood survey pegs with brush and roller Selecting and paint colour tips on wood survey pegs Bundling wood survey pegs with an electric strapping machine Watering using hand held hose. 	448.40	17.5%	72.28	2.07
2	<ul style="list-style-type: none"> Refer to SCHEDULE "B" Pre-start safety checks, operating, cleaning and storing of a low pressure - spray gun Marking, cutting and assemble of plastic mine explosion cones Concrete moulds preparation, mixing, removal and storage. 	448.40	20%	82.60	2.36
3	<ul style="list-style-type: none"> Refer to SCHEDULE "B" Pre-start safety checks, operating and storage of a push mower. Pre-start safety checks, operating and storage of a brush cutter Re-start safety checks, operating and storage of a Vac/Blower. Bagging of cut grass and cuttings. 	448.40	22.5%	92.93	2.66
4	<ul style="list-style-type: none"> Refer to SCHEDULE "B" Pre-start safety checks, operation and storage of a ride-on-mower. Basic customer service and office skills Basic numeracy and literacy skills. OH&S committee training. 	448.40	25%	103.25	2.95
5	<p>Performance Based Wage Level</p> <ul style="list-style-type: none"> Refer to SCHEDULE "B" Supervision skills Assist supervisor with basic task skills, presentations, grievances and quality control Working un-supervised and out of business hours when required. 	448.40	15% to 100%	61.95 to 413.00	1.77 to 11.80

Level 5, Performance Based Wage Level contained in the above structure is for those employees assessed in accordance with Clause 4.2 and having above average performance measured against the respective skill level contained in SCHEDULE "B".

Those employees assessed in accordance with Clause 4.2 at having a higher level of performance than that required their respective Level may be paid a wage in accordance with the range contained at Level 7.

Award Weekly Wage refers to Grade C14 contained in the Metals, Engineering and Associated Industries (State) Award.

ALLOWANCES

ALLOWANCE	AMOUNT
Shift Allowance (Ordinary hours worked outside 6.00am and 6.00pm)	15% loading on all ordinary hours worked.
Meal Allowance	\$ 9.10 per meal.
Motor Allowance	\$ 0.60 cents per kilometre travelled.

SCHEDULE "B"

SKILLS MATRIX AND JOB MODELS

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

The task skills contained in the skills matrix below relate to the indicative tasks required to complete a "WHOLE JOB" and are a mixture of National Industry and Enterprise specific standards. They represent the skills required by employees at each level of the structure. Each skills has individual units, elements and performance criteria, which must be referred to when assessing if an employee is competent in the skill.

The skills (competency standards) may be expanded and further defined during the life of the agreement to enable all parties to have a clearer understanding of the skill requirements, and employee performance at each job model.

The aim of the Company is to create a wage assessment model which rewards an employee according to the acquisition and utilisation of skills with components directly related to performance.

NOTE:

1. Employees must obtain all "Core Skills" at each job model, up to their allocated job model.
2. Employees must obtain all the skills of the lower levels in each WORK STREAM plus all the skills up to a particular job model before progressing to a higher job model.
3. Employees may remain on their transitional level for a minimum of twelve months to allow assessment to be conducted for re-grading.

	GENERAL SKILL REQUIREMENTS	CORE SKILLS (All persons must attain) (these skills)	TASK SPECIFIC SKILLS
PERFORMANCE BASED SKILL LEVEL			
LEVEL 5	(All previous Levels plus) An employee at this level will perform their allotted tasks at a higher level of skill and productivity to employees at lower levels. To this extent level 5 provides a mechanism for	? Quality control ? Plan daily work routines (RUH HRT 204A) ? Communicate in the workplace (RUH COR 6A) ? Use hazardous substances safely	General Duties ? Operate equipment and machinery ? Operate and maintain powered spray unit ? Complete site inductions - unmodified & unassisted.

	<p>individual employees to achieve increases in remuneration based on the performance at a higher level of skill.</p> <p>Employees who have progressed to level 4 and are recognised by the organisation to be performing at a higher level of skill may be assessed by the organisation in accordance with SCHEDULE "C" Skills Assessment. The assessment will be conducted by a workplace assessor nominated by the organisation and will assess the level of skill and performance of the employee against predetermined criteria. (refer to Clause 4.2 of the agreement.</p>	<p>(RUH COR 3A)</p> <p>? Co-operate in the workplace (RUH HRT 4A)</p> <p>? Act in an emergency (RUH COR 5A)</p> <p>? Provide work site support (RUH HRT 103A)</p> <p>? Supervisory skills</p>	
--	--	---	--

LEVEL 4	<p>(All previous Levels plus)</p> <p>An employee at this level performs a range of varied tasks, above those of a level 3 employee using well established techniques and practices under minimal supervision, individually, or in a team environment. The employee will exercise skills beyond those of a level 3 employee and undertakes additional training, to enable the employee, to progress to level 5.</p> <p>An employee appointed to this level, may be required to perform any of the duties of a level 3 employee and any of the duties associated with this position, for which they have been trained.</p>	<p>? Basic customer service skills</p> <p>? Basic office procedures</p> <p>? Occupational Health & Safety Committee qualified.</p> <p>? Work with minimal supervision</p> <p>? Basic supervision skills</p>	<p>Ground Maintenance</p> <p>? Basic pruning</p> <p>? Operate ride on vehicle (RUH HRT 113A)</p> <p>? Operate spray equipment</p> <p>? Spray chemicals</p> <p>General Duties</p> <p>? Fabricate blasting cones</p> <p>? Assemble blasting cones</p>
LEVEL 3	<p>(All previous Levels plus)</p> <p>An employee at this level performs a range of varied tasks, above those of a level 2 employee using well established techniques and practices under direct supervision, individually, or in a team environment. The</p>	<p>? Elementary knowledge of policies and procedures</p> <p>? Demonstrate initiative</p> <p>? Site induction (Modified)</p> <p>? Maintain the work environment (RUH HRT 109A)</p>	<p>Ground Maintenance</p> <p>? Operate brush cutter</p> <p>? Operate motorised edger</p> <p>? Basic general maintenance</p> <p>? Attach delineators</p> <p>? Provide planted area care (RUH HRT 106A)</p>

	<p>employee will exercise skills beyond those of a level 2 employee and undertakes additional training, to enable the employee, to progress to level 4.</p> <p>An employee appointed to this level, may be required to perform any of the duties of a level 2 employee and any of the duties associated with this position, for which they have been trained.</p>		<p>Concreting</p> <ul style="list-style-type: none"> ? Mix concrete ? Pour and finish concrete <p>General Duties</p> <ul style="list-style-type: none"> ? Safe handling of chemicals ? Use hand held power tools
LEVEL 2	<p>(All previous Levels plus)</p> <p>An employee at this level performs a range of varied but simple tasks, above those of a level 1 employee using well established techniques and practices under direct supervision, individually, or in a team environment. The employee will exercise skills beyond those of a level 1 employee and undertakes additional training, to enable the employee, to progress to level 3</p> <p>An employee appointed to this level, may be required to perform any of the duties of a level 1 employee and any of the duties associated with this position, for which they have been trained.</p>	<ul style="list-style-type: none"> ? Identify hazards ? Work in team environment ? Basic quality 	<p>Ground Maintenance</p> <ul style="list-style-type: none"> ? Pre-start checks for equipment ? Attach trailer to vehicle ? Provide turf care (RUH HRT 104A) ? Operate blower/Vac ? Use hand tools <p>Concreting</p> <ul style="list-style-type: none"> ? Remove and store concrete products <p>Painting</p> <ul style="list-style-type: none"> ? Paint tips by hand ? Select appropriate colours for painting ? Decant paint from container ? Bundle survey pegs <p>General Duties</p> <ul style="list-style-type: none"> ? Stack storage ? Storage of equipment
LEVEL 1	<p>(All introductory Level plus)</p> <p>An employee at this level performs a range of varied but simple tasks, using well established techniques and practices under direct supervision, either individually, or in a team environment. The employee will exercise skills beyond those of an introductory level employee and undertakes additional training, to enable the employee, to progress to Grade 2</p> <p>An employee appointed to this level, may be required to perform any of the duties of a</p>	<ul style="list-style-type: none"> ? Meet industry requirements (RHU CORE 1A) ? Meet workplace Health and Safety requirements (RUH CORE 2A) ? Basic communication skills ? Fold and collate newsletters 	<p>Ground Maintenance</p> <ul style="list-style-type: none"> ? Basic ground maintenance (eg. Rake, broom, shovel, fork, collect & bag grass) ? Load/unload vehicles <p>Concreting</p> <ul style="list-style-type: none"> ? Preparation of raw materials for concreting ? Preparation of moulds for concreting <p>Painting</p> <ul style="list-style-type: none"> ? Basic hand painting ? Select appropriate paint ? Clean up painting equipment ? Load/unload, stack & safe handling of pegs

	introductory level employee and any of the duties associated with this position, for which they have been trained.		General Duties ? Fold and collate newsletter ? Assemble danger tags
ENTRY LEVEL	(All persons must attain these skills) Introductory Level (New Starter) ? Employee has very limited skill levels. ? Employee is unable to obtain any measurable productivity. ? Undertaking training to gain general vocational skills. ? Requires one on one supervision. Being assessed to measure ability to move to Level 1.	? Workplace Standards - Modules 1 - 10 Eg. Punctuality, hygiene, behaviour and teamwork.	? Elementary workplace production skills.

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 being 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;

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:

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 SCHEDULE "B" (Skills Matrix/Job Model).

Readiness for progression to a higher level.

The Assessment System

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

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

A qualified internal or external "Workplace Assessor" will conduct all assessments.

The Role and Responsibility of Assessors

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

Interpret the criteria;

Use expertise to make judgements;

Ensure that standards have been met; and

Ensure that evidence of competency is sufficient.

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

Assessor Competency Standards

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

The results of assessments will be reviewed by the Organisation’s Workplace Assessment Panel which will comprise the Business Manager , the Assessor, the employee’s Vocational Training Officer or Advocate.

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

SCHEDULE "D"

WAGE ASSESSMENT TOOL PRO-RATA AWARD BASED WAGES

The organisation when assessing Pro-rata Award Based Wages for people with a disability recognises the dual focus of the business, which is to:

- (a) Provide, employment opportunities for people with a disability; and
- (b) Operate a commercially viable business.

The organisation also recognises the difference between the terms performance and productivity.

Performance - In a skills based structure the performance of an employee is measured against the skills the employee holds and utilises and how well the employee performs those skills to produce an output.

Productivity - Productivity is the measure of a process which may have a number of contributing factors some of which may be outside the control of employees. It is generally measured against pre-determined expectations established by management taking into consideration all relevant inputs. (refer: Multi-factor Productivity Measure, of this Schedule)

COMPLIANCE WITH RELEVANT STANDARDS

In establishing wage outcomes the organisation must work within the framework determined by the funding body, the Commonwealth Department of Family and Community Services, and the Disability Service Standards. (refer: Disability Services (Disability Employment and Rehabilitation Program) Standards 2002)

The relevant standard for employment conditions and wage outcomes is:

STANDARD 9 - *Employment Conditions*

"Each person with a disability enjoys working conditions comparable to those of the general workforce"

To meet this standard the organisation must also comply with the Department of Family and Community Service, Quality Assurance System. The system sets Key Performance Indicators (KPI's) for each Standard. The relevant KPI for wages is KPI 9.1 which states:

KPI 9.1

"The service provider ensures that people with a disability, placed in open or supported employment receive wages according to the relevant award, order or industrial agreement (if any) (consistent with legislation). A wage must not have been reduced, or be reduced, because of award exemptions or incapacity to pay or similar reasons and, if a person is unable to work at full productive capacity due to disability, the service provider is to ensure that pro-rata wages based on an award, order or industrial agreement is paid. This pro-rata wage must be determined through a transparent assessment tool process, such as the Supported Wage System (SWS), or tools that comply with the criteria referred to in the Guide for Good Wage Determination including:

compliance with relevant legislation;

validity;

reliability;

wage outcomes; and

practical application of the tool"

ESTABLISHING WAGE OUTCOMES

There are three primary criteria used in this agreement for establishing wage outcomes for people with a disability. They are:

1. The competence of the employee (skills held and utilised);
2. Behavioural matters including;
 - a) Level of supervision provided,
 - b) The ability to be trained and level of training required,
 - c) Personal behavioural attributes.
3. Performance (measured output) benchmarked against a group of employees of similar skill and performance.

Each criteria is weighted (indexed) relevant to its importance and the impact it has on the overall performance (measured output) of the employee's work stream.

WAGE ASSESSMENT TOOL

When applying criteria (1) the organisation will undertake a comparison between the Award Grade tasks to be undertaken and level of skill required by an employee without a disability at the grade relevant to the type of work performed and an employee with a disability covered by this agreement performing similar work.

In making the comparison the organisation will identify:

- (a) each task (part of a whole job) undertaken by the employee(s); and
- (b) the skills held and utilized by employee(s) at each level (refer: SCHEDULE "B" Skills Matrix/Job Models), Core skills plus Tasks skills.

Assessment Measure % of Award Wage

The percentage of an award wage is calculated as follows:

- (1) identify the indicative tasks of the relevant award grade and compare the skills held by employees against those tasks.
- (2) establish weightings of each indicative task relevant to their importance in the performance of all the indicative tasks required to complete the whole job.
- (3) determine the additional levels of supervision, training and behavioural management required of each employee against that that would be required for an employee without a disability doing similar work and apply the pre-determined weighting to the equation.
- (4) establish the performance (measured output) of each employee and compare against the average of all the employees doing similar work with similar skills, and apply the predetermined weightings.
- (5) calculate a cost per task output for a person with a disability performing single or multiple tasks associated with a job, compared to an able body employee for completion of the whole range of task associated with a job.

(the cost per task output for an able body person is the accepted cost within an open employment environment within each industry or stream of work. This is normally converted to a cost per man hour equation)

By comparing the dollar value of the award when applying the percentage established in 1 - 4 above with the cost per man hour equation contained in 5 above the organization can verify the employee is being paid the appropriate wage.

Example: (a simple general analysis of the process)

Award to be compared - Metal, Engineering and Associated Industries (State) Award

Award Classification - Engineering/Production Employee Level II, C13

Award Wage - \$ 465.10

Employee Name: xxxxxxxxxx

Award Grade Indicative Tasks (refer to relevant award)	Can Employee Perform Task	Support, Behavioural and Productivity Levels	% Weighting
General Labouring and cleaning	Yes		30
Work in accordance with standard operating procedures	Yes		15
Understands and undertakes basic quality control/assurance procedures	No		25
Understands and utilizes basic statistical process control procedures.	No		15
Follows safe work practices and can report workplace hazards	Yes		5
Works under direct supervision either individually or in a team environment.	No		5
Exercises minimal judgement	No		5
Level of Supervision		1	-20
Level of Training Required		2	-10
Behavioral Management		2	-5
Performance		2	0
PERCENTAGE OF AWARD WAGE			15%

Employees wage calculated at 15% of award wage of \$465.10 = \$ 69.76

Level of Supervision weighting

- 1 = High (minus 20% weighting)
- 2 = Medium (minus 10% weighting)
- 3 = Low (minus 0% weighting)

Level of training required

- 1 = High (minus 20% weighting)
- 2 = Medium (minus 10% weighting)
- 3 = Low (minus 0% weighting)

Behavioural Management

- 1 = High (minus 10% weighting)
- 2 = Medium (minus 5% weighting)
- 3 = Low (minus 0% weighting)

Performance (Measured Output)

- 1 = Below average output (minus 5% weighting)
- 2 = Average output (0% weighting)
- 3 = Above average output (plus 5% weighting)

(these weightings may be changed by the organization depending on the skill mix of employees and the level of disability of the employees)

PERCENTAGE RELATIONSHIP TO SCHEDULE'S "A" AND "B"

The assessment measure percentage of the award wage for each employee is grouped (or broad banded) and benchmarked into the level structure contained in SCHEDULE "A". These levels are consistent with the skills and performance required by an employee at each level contained in SCHEDULE "B".

Each employee is placed into the most appropriate wage level within the percentage range of each level and paid the benchmarked rate.

MULTI-FACTOR PRODUCTIVITY MEASURE

To measure productivity of each stream of work and/or the organisation as a whole effectively, it is necessary to consider all relevant inputs. This produces a multi-factor productivity measure and is demonstrated by the following equation:

$$\text{Productivity} = \frac{\text{Goods and Services (Sales)}}{\text{Labour + Energy + Materials + Capital (Cost of goods sold)}}$$

Therefore: To increase productivity the organisation must either increase Sales or reduce the Cost of goods sold.

Labour costs in Business Services includes all those extraordinary cost associated with the employment of people with a disability, including supervision, training, labour down time and behaviour etc. and should be offset against the funding received from the funding body for the purpose of employing people with a disability.

DEPARTMENT OF FAMILY AND COMMUNITY SERVICE ASSESSMENT TOOL

The Commonwealth Department of Family and Community Service are in the process of developing an appropriate Pro-rata Award Based Wage assessment tool for Business Services. The tool when implemented will meet the requirements of KPI 9.1.

The organisation and employees may agree to adopt this assessment tool when developed for employees covered by this agreement, provided:

- (a) the employees are not disadvantaged when implemented against the wage assessment process contained in this agreement; and
- (b) the introduction of the assessment tool does not compromise the dual focus of the business. (refer to paragraph (1)(a) and (b) of this schedule.