

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/63

**TITLE:** Kurri Contracting Service Workplace Agreement 2004

**I.R.C. NO:** IRC4/6715

**DATE APPROVED/COMMENCEMENT:** 1 December 2004 / 1 December 2004

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA99/302.

**GAZETTAL REFERENCE:** 25 March 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 35

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Kurri Kurri Community Centre Inc. located at 251 Lang Street, KURRI KURRI NSW 2327, who fall within the coverage of the Miscellaneous Gardeners, &c. (State) Award, and the Cleaning and Building Services Contractors (State) Award.

**PARTIES:** Kurri Kurri Community Centre -&- Lindsay Alfred Adam, Garry Aglio, Graeme Ball, Michael Beckett, Paul Blanch, Edward Borodzicz, Walter Brown, Darryl Chambers, Ricky Clark, Ian D'Arcy, Nathan Davidson, Derek Ernst, Kevin Gibson, Christopher Jefferson, Dave Lambkin, Jody Mate, Phillip Milton, Tom Parkhouse, Darren Patterson, John Pengilley, Michael Richardson, Paul Scoles, Gregory Shepherd, Rodney Smith, Timothy Taplin, Paris Tocker

# **KURRI CONTRACTING SERVICE WORKPLACE AGREEMENT 2004**

## **A. Preamble**

Kurri Contracting Service 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. The 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 long term supported employment and support for disabled people with moderate/high support needs;

Provide skills development and training to facilitate opportunities for career advancement to an open employment environment; and

Provide quality products and services to our customers;

In addition to providing employment in accordance with community expectations, Kurri Contracting Service 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

job modification

assistance with progression to other employment; and

an integrated range of non-vocationally related support services.

The primary relationship that exists between Kurri Contracting Service 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, objective, and aim 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 disabilities.

## **B. Name Of Agreement**

Kurri Contracting Service Workplace Agreement 2004

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 and rescinds all previous workplace agreements relating to the terms and conditions of employment, written, or by practice, whether certified, approved or by notice.

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.

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## 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 which 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 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.

1.3 Was the Agreement made under duress?

No employee was directed or required to make the agreement if they did not want to do so.

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.

The parties agree the agreement is in the interest of both the employees and the organisation.

1.4 Who is covered by the Agreement?

Kurri Kurri Community Centre Inc. (t/as Kurri Contracting Service) of 251 Lang Street KURRI KURRI NSW 2327 (hereafter referred to as "the organisation")

And

The employees of the organisation who are eligible for or in receipt of a Disability Support Pension and/or approved by Centrelink (hereafter referred to as "the employee(s)") and performing the tasks contained in SCHEDULE "B" Skills Matrix and Job Models.

And

The Australian Liquor, Hospitality and Miscellaneous Workers Union (hereafter referred to as "the Union") of 25 Gibson Street Newcastle NSW 2300.

1.5 When does the Agreement Start and Finish

The agreement starts on the date it is approved and finishes three (3) years from that date.

1.6 Can Employees make Additional Claims before the Agreement Finishes

No additional claims in addition to this agreement 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-eight (38) hour per week.

### **Part-Time Employee**

A part-time employee is a person who works less than thirty-eight (38) hours per week on regular days.

The hourly rate for a part time employee is calculated at one-thirty eighth 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 or by mutual agreement between the parties concerned.

### **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 fifteen percent (15%) loading, on all ordinary hours worked plus an additional one twelfth or (8.33%) of the employees ordinary rate in accordance with the New South Wales *Annual Holidays Act 1944*.

The calculation is demonstrated as follows:

Appropriate hourly rate + 15% = Rate plus loading

Appropriate hourly rate x 8.33% = Annual Leave component

Rate plus loading + Annual Leave Component = Casual hourly rate

### **Seasonal Employee**

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

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

## **Volunteers**

The organisation may from time to time accommodate the services of volunteer personnel to assist in the operational needs of the organisation. It is not the intention of this clause to replace paid employees with volunteers or to reduce the earning capacity of employees, but to assist the organisation in situations where there is a genuine need for volunteers.

A volunteer shall not be considered an employee of the organisation and shall not be covered by the terms and conditions of this Agreement.

## **Work Experience Personnel**

The organisation may from time to time accommodate work experience personnel to undertake job orientation and to allow them to assess their ability to work in a supported employment environment. Work experience shall also be used by the organisation to assess the aptitude and skill level of the person for future employment.

A work experience person shall not be considered an employee of the organisation and shall not be covered by the terms and conditions of this Agreement.

### 2.3 Is there a Probationary Period?

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

### 2.4 Can an Employee be Terminated?

The organisation can terminate the employment of an employee (excluding a casual 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 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.

### 2.6 Can an employee be instantly dismissed?

The organisation has the right to dismiss any employee without notice for serious misconduct which justifies instant dismissal, (see clause 7.2 What Does The Organisation Do If An Employee Does Something Wrong).

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



2.7 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 two (2) weeks in duration.

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. 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 Can An Employee's Employment Be Terminated 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 provided the organisation employs more than fifteen (15) full-time employees at the date of termination.

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 and 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 output of the employee as assessed by the organisation.

### 3.2 What is a Skills Matrix and 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 output 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" Wage Assessment Tool.

### 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 level.

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 level 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 three (3) months of this Agreement.

If an employee wishes to dispute an adjustment to a lower "Job Model" the employee can lodge a grievance in accordance with Clause 7.1 What do employees do if they have a grievance or a dispute with the organisation or another employee?

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 (output), 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 than other employees?**

The organisation recognises that some employee may perform at a higher level of output than 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 productivity at their current level may be re-assessed in accordance with SCHEDULE "C" Wage Assessment Tool. The assessment will assess the level of skill, performance and output of the employee against predetermined criteria.

Following assessment, a wage rate will be determined by the organisation within the wage range contained SCHEDULE "A" Pro-rata Award Based Wages Level 7.1 - 7.6

4.3 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, in accordance with any State Wage Case decision as determined and granted by the New South Wales Industrial Relations Commission from time to time during the life of the agreement. Increases will be paid as at 1st July each year.

Increases granted by the Commission shall be applied to the rates in the following manner.

- a) The State Wage Case Decision increase converted to a percentage increase as applied to the Miscellaneous Gardeners, &c. (State) Award Level One.
- b) The percentage increase will be applied to all the rates of pay contained in SCHEDULE "A".

4.4 How does the organisation pay wages?

Wages are paid fortnightly 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.

4.5 Are employees paid additional allowances?

Employees are paid additional allowances as described in SCHEDULE "A" Pro-rata Award Based Wage Allowances.

## **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 will be an average of seventy six (76) hours per fortnight with no more than ten (10) hours on any day. The ordinary hours of work must be worked between the hours of 5am and 8pm Monday to Friday.

If an employee works ordinary hours outside 5.00am and 8.00pm, the employee will be paid a fifteen percent (15%) loading on all ordinary hours worked.

#### **Can the organisation split the shifts of an employee?**

The organisation may require an employee to split their shift on any day provided the employee is not required to work less than two (2) hours in each block of hours. If the employee is required to use their own motor vehicle to return to work as a result of a split shift the employee shall be paid a Motor Vehicle Allowance in accordance with SCHEDULE "A" Allowances.

#### **Are employees required to work ordinary hours on a Saturday?**

No employee will be directed to work ordinary hours on a Saturday. The working of ordinary hours on a Saturday will be restricted to mutual arrangements between individual employees and the organisation.

#### **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 mutually agreed with the organisation.

**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 Do Employees Get Paid On A Public Holiday of this agreement.

**Can employees bank overtime worked?**

If approved by the organisation, employees can bank overtime worked (at single time) to a maximum of twenty (20) hours and take time off, in lieu of ordinary hours worked at a later date. The employee must take the time off at a later date when it is convenient to the organisation.

5.3 Are employees paid for meal breaks?

Employees will take an unpaid, half hours meal break no less than three (3) hours and no greater than 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 Wage (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 Do employees work in hot or inclement weather?

No employee will be required to work during hot or inclement weather. Hot or inclement weather is defined as "prohibiting safe work occurring". If an employee cannot be gainfully employed during hot or inclement weather the employee may be sent home on the first day of hot or inclement weather with no penalty and may take Annual Leave or Special Leave (Without Pay) on any subsequent days.

5.6 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.

5.7 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 ten (10) days sick leave in the first year of service and ten (10) days sick leave per year of employment thereafter 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 for a maximum of five years.

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 Leave Loading?**

Employee will be paid a loading of seventeen and one half (17½) 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, NSW" as amended.

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 Can Employees Stay Home To Look After Their Family. The payment of leave on each occasion shall not exceed the number of hours worked by the employee in three (3) 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 may be taken during the Christmas and New Year period or on any other day by mutual agreement between the parties concerned.

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 compassionate leave?

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

The provision of this clause is in addition to the provision of Clause 6.2 Can employees stay home to look after their family?

## **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.

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 and if the employee requests, an advocate may be present.

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 the General Manager and/or Workers Committee (same procedure as Stage one paragraph 2). All relevant facts shall be clearly recorded.

### **Stage three**

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 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 (Workers Committees) 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.

## **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?

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

If an incident or accident occurs at work the employee concerned must notify the organisation of the details of incident or accident as soon as practicable.

Occupational rehabilitation shall be made available where practicable, to all employees who sustain injury or illness at work and thereby assist them to return to full and gainful employment.

The organisation will assist employees in the process and completion of documents necessary to make a claim for Workers Compensation.

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. An employee appointed by the organisation as "First Aid Officer" shall be paid an allowance contained in SCHEDULE "A".

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

Kurri Contracting Service:

Signature: \_\_\_\_\_

Print name and position

\_\_\_\_\_  
Project Manager

Signature: \_\_\_\_\_

Print name and position held:

\_\_\_\_\_  
General Manager

Dated this 9th day of November 2004

Signed by the employees of Kurri Contracting Service:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Signed for and on behalf of

Australian Liquor, Hospitality and Miscellaneous Workers Union:

Signature: \_\_\_\_\_

Print name and position held: \_\_\_\_\_

Signature: \_\_\_\_\_

Print name and position held: \_\_\_\_\_

Dated this 11th day of November 2004

## **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 are 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.

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

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.

The Pro-rata Award Based Wage Structure in this agreement is the basis for the provision of minimum rates of pay. 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 eight (38) hours work. The Agreement Pro-rata Award Weekly Rate is calculated as follows: (An average of Miscellaneous Gardeners, &c. (State) Award), Level One and Cleaning and Building Services Contractors (State) Award Cleaners Part-time Rates x performance percentage (refer to Schedule "C") = 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 1	New Starter or High Support Needs)  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.	547.38	10%	54.74	1.44

2	Refer to SCHEDULE "B" Skills Matrix/Job Models.	547.38	15%	82.11	2.16
3	Refer to SCHEDULE "B" Skills Matrix/Job Models.	547.38	20%	109.48	2.88
4	Refer to SCHEDULE "B" Skills Matrix/Job Models.	547.38	25%	136.85	3.60
5	Refer to SCHEDULE "B" Skills Matrix/Job Models.	547.38	30%	164.21	4.32
6	Refer to SCHEDULE "B" Skills Matrix/Job Models.	547.38	35%	191.58	5.04
7	Refer to SCHEDULE "B" Skills Matrix/Job Models.	547.38	40%	218.95	5.76

Performance Based Wage Levels					
7.1	Refer to SCHEDULE "B" Skills Matrix/Job Models.	547.38	50%	273.69	7.20
7.2	Refer to SCHEDULE "B" Skills Matrix/Job Models.	547.38	60%	328.43	8.64
7.3	Refer to SCHEDULE "B" Skills Matrix/Job Models.	547.38	70%	383.17	10.08
7.4	Refer to SCHEDULE "B" Skills Matrix/Job Models.	547.38	80%	437.90	11.52
7.5	Refer to SCHEDULE "B" Skills Matrix/Job Models.	547.38	90%	492.64	12.96
7.6	Refer to SCHEDULE "B" Skills Matrix/Job Models.	547.38	100%	547.38	14.40

The Performance Based Wage Level contained in the above structure is for those employees assessed in accordance with Clause 4.2 Is an employees wage based on how much work they do? And having above average performance measured against the respective skill level contained in SCHEDULE "B".

#### Allowances

Allowance	Amount
Meal Allowance	\$9.10 per meal.
Motor Vehicle Allowance - An employee required to use there motor vehicle on a casual or incidental basis for Company business.	Minimum of \$ 0.51 cents per kilo. Travelled or the amount allowed by the Australian Taxation Office (kilometre method) for each kilometre so travelled
First Aid Allowance	\$ 0.31 per hour

## SCHEDULE "B"

### SKILLS MATRIX AND JOB MODELS

It is agreed this document is a working document and may be reviewed 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 work processes, or Job Streams. Any review will be conducted in consultation with employees.

The units of competence contained in the skills matrix below are a mixture of National Industry and Enterprise specific standards 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. The elements and performance criteria of each unit of skill have been documented using computerised analysis software "SkillsMaster" © system.

Each employee will have access to the "SkillsMaster" system to identify skill deficiencies, training needs and career paths. The competency standards contained in the system may be expanded and further defined to

enable all parties to have a clearer understanding of the skill requirements, employee performance (output) 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 skills with components directly related to performance (output).

**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 levels in each job STREAM plus any other skills of other streams as required before progressing to a higher level.
3. Employees may remain on their transitional level for a minimum of twelve months to allow assessment to be conducted for re-grading.

All Work Groups	
Individual Performance Levels 7 - 7.6	PERFORMANCE BASED WAGE LEVEL - Assessment at this level is based on individual skill and performance (output) of an employee. Appointment to this level is at the discretion of the organisation. The level is specifically designed to provide a mechanism for employees with minimum skill levels but high performance and output levels to be adequately remunerated.

**WORK GROUPS**

GARDEN MAINTENANCE
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Core Skills	Rating	Score
CS27 - Understand Personal Health and Hygiene requirements of the job		
CS13 - Using own workspace.		
CS12 - Contribute to Health and Safety of the Workplace		
CS10 - Maintain Personal Health and Hygiene.		
CS09 - Implement Emergency Procedures.		
CS05 - Making choices at work		
CS04 - Staying on the Job.		
CS03 - Work Co-operatively with others.		
CS02 - Workplace Communication.		
CS01 - Basic Communication Skills.		
CS25 - Cleaning Tasks.		
CS08 - Participate in a Team.		
CS07 - Follow an established schedule		
CS14 - Respond to Enquiries		
CS16 - Basic workplace literacy.		
CS15 - Basic workplace numeracy.		
CS11 - Take responsibility for own work		
CS22 - Assist in training others at Work		
CS19 - Plan and organise own work.		
CS18 - Workplace literacy.		
CS17 - Workplace numeracy.		
CS06 - Basic problem solving		
CS20 - Plan and organise others' Work		
CS28 - Contribute to Quality Control.		
CS26 - Participate in a team to achieve given tasks.		

CS24 - Co-ordinate work of others		
CS23 - Supervise the work of others		
CS21 - Participate in allocation of team tasks.		

Task Skills	Rating	Score
Bagging Grass		
Using basic hand tools		
Hand Held Watering		
Raking		
General Cleaning		
Use of push mower		
Use of brush cutter		
Operating a ride on mower		
Use of a blower vac		
Fuelling push mowers and brush cutters		
Routine maintenance of push mowers and brush cutters		
Checking and filing ride on mower with fluids and fuel		
Load and unload ride on mower		
Safely participate in roadside litter reduction		
Assist support worker with quality control		
Assist support worker with OH & S requirements		
MIG welding		
Electric welding		
Maintenance of all equipment		
Gutter cleaning		
Water pressure cleaning		
Tree lopping		
Pruning		
Chainsaw		
Stock control		
Navigating for vehicle driver		
Driving vehicle		
Assist support worker with staff training and supervision		
Liaising with customers		
General office administration		
TOTALS SCORE/180		

CLEANING
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Core Skills	Rating	Score
CS27 - Understand Personal Health and Hygiene requirements of the job		
CS13 - Using own workspace.		
CS12 - Contribute to Health and Safety of the Workplace		
CS10 - Maintain Personal Health and Hygiene.		
CS09 - Implement Emergency Procedures.		
CS05 - Making choices at work		
CS04 - Staying on the Job.		
CS03 - Work Co-operatively with others.		
CS02 - Workplace Communication.		
CS01 - Basic Communication Skills.		
CS25 - Cleaning Tasks.		
CS08 - Participate in a Team.		
CS07 - Follow an established schedule		
CS14 - Respond to Enquiries		

CS16 - Basic workplace literacy.		
CS15 - Basic workplace numeracy.		
CS11 - Take responsibility for own work		
CS22 - Assist in training others at Work		
CS19 - Plan and organise own work.		
CS18 - Workplace literacy.		
CS17 - Workplace numeracy.		
CS06 - Basic problem solving		
CS20 - Plan and organise others' Work		
CS28 - Contribute to Quality Control.		
CS26 - Participate in a team to achieve given tasks.		
CS24 - Co-ordinate work of others		
CS23 - Supervise the work of others		
CS21 - Participate in allocation of team tasks.		

Task Skills	Rating	Score
General dusting		
Sink and surface cleaning		
Empty rubbish bins		
Collect, wash, dry and store cutlery and cooking utensils		
Clean toilets, urinals and hand basins		
General hand sweeping		
Empty and sort sulo bins		
General hand vacuuming		
Use of hand held hose		
Mop floor using hand control bucket		
Scrub floors		
Restock chemicals from main store		
Fill soap dispensers		
Clean windows		
Mop floors using foot control bucket		
Safely lift and move equipment		
Safely participate in roadside litter reduction		
Change paper towels and toilet rolls		
Use industrial floor polisher		
Use high pressure cleaner		
Use industrial vacuum cleaner for spills, flooding, etc		
Correct use of hand tools		
Correct use of power tools		
Change tap and toilet washer		
Change light bulbs, tubes, etc		
Drive vehicle		
Assist support worker with staff training and supervision		
Liaise with customers		
Report verbally on outcomes/performance of crew		
Complete running sheets		
Totals Score/180		

RECYCLING (Nationwide Oil Enclave)
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Core Skills	Rating	Score
CS27 - Understand Personal Health and Hygiene requirements of the job		
CS13 - Using own workspace.		
CS12 - Contribute to Health and Safety of the Workplace		

CS10 - Maintain Personal Health and Hygiene.		
CS09 - Implement Emergency Procedures.		
CS05 - Making choices at work		
CS04 - Staying on the Job.		
CS03 - Work Co-operatively with others.		
CS02 - Workplace Communication.		
CS01 - Basic Communication Skills.		
CS25 - Cleaning Tasks.		
CS08 - Participate in a Team.		
CS07 - Follow an established schedule		
CS14 - Respond to Enquiries		
CS16 - Basic workplace literacy.		
CS15 - Basic workplace numeracy.		
CS11 - Take responsibility for own work		
CS22 - Assist in training others at Work		
CS19 - Plan and organise own work.		
CS18 - Workplace literacy.		
CS17 - Workplace numeracy.		
CS06 - Basic problem solving		
CS20 - Plan and organise others' Work		
CS28 - Contribute to Quality Control.		
CS26 - Participate in a team to achieve given tasks.		
CS24 - Co-ordinate work of others		
CS23 - Supervise the work of others		
CS21 - Participate in allocation of team tasks.		

Task Skills	Rating	Score
General yard maintenance		
Clean toilets and washrooms using mop, bucket, etc		
Clean drum rotator and forklift using bio detergent, rags, hose, bucket, etc		
Cleaning of vehicles using rags, bucket, hose, etc		
Uncapping and identifying contents of 4, 10 and 20 litre containers		
Puncturing, draining and cleaning 4, 10 and 20 litre containers		
Cleaning 25 litre grease drums using scraper		
Opening 25 litre containers using a screwdriver		
Pallet refurbishment, using pinch bar, handsaw, hammer and nails		
Washing trucks and dog trailers by hand using harness		
Painting of drums and recycling bins		
Operate high pressure cleaner safely		
Decanting 44 gallon drums		
Dry waste removal to tip as offsider		
Offsider to truck driver for deliveries and recovery		
Operate forklift under supervision		
Operate hyab under supervision		
Operate hyab assessed as competent		
Operate forklift with Work Cover Ticket		
Use drum rotator safely		
Operate hydraulic lifting equipment and cherry picker		
Complete Nationwide Oil data sheets, re incoming/outgoing products		
Participate in Nationwide Oil O H & S Committee meetings		
Assist support worker with staff training and supervision		
Liaise with Nationwide Oil staff		
MIG Welding		
Electric Welding		
Stock Control		
Liaise with customers		

Complete KCS running sheets		
Totals Score/180		

## SCHEDULE "C"

### WAGE ASSESSMENT TOOL

In order to comply with legislative and quality assurance requirements, to enhance the rigor of the assessment process and to improve wage outcomes for supported employees from the Kurri Contracting Service (Business Service) the following model for wage determination and assessment has been adopted.

Competency and Productivity Assessments are completed for each employee and a determination is made based on these results.

How Does The Assessment Tool Operate?

Each employee is assessed according to the skills matrix relevant to the area in which he/she is employed. There are two phasis of the process;

1. Competency Based Assessment - Assessment of Each Task is Undertaken to Determine an Employees Placement Within a Skills Level Between Level 1 and Level 7.6 (Refer Schedule "B").
2. Productivity Assessment - Measured against pre-determined outputs established by benchmarking the performance of a group of employees with similar skills undertaking similar tasks.

### COMPETENCY BASED WAGE SYSTEM

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 ability of an employee to undertake particular tasks.

The wage assessment tool categorises employees into ratings of performance which attracts a performance score between, "Excellent" score (6) to "Not Competent" score (0). The performance score is applied to each "TASK SKILL" to provide a sum total score of the employee. The employee is placed into the most relevant "Score Range" and paid that score range designated hourly rate.

### ASSESSMENT GUIDE

Explanation	Ratings	Score
Employee can set up job or task with minimum supervision and can complete task to a very high standard with high productivity. Generally an employee achieving this level would be able to work from a simple specification and calibrate the machines and use all machines necessary to complete the task.	E = Excellent	6
Employee can set up job or task with minimum supervision and can complete task to a very high stand with high productivity	VG = Very Good	5
Employee can use required machinery or perform required tasks under minimum supervision with high productivity level. Machinery would be set up by a support worker	G = Good	4
Employee can use required machinery with supervision achieving high productivity level	F = Fair	3
Employee can use required machinery with supervision but achieves moderate productivity level	P = Poor	2
Employee can use required machinery or perform required task with high level of supervision and achieves low level of productivity.	VP = Very Poor	1
Could not or should not use under any circumstances for OH & S reasons, or has not been trained to use yet	X = Not Competent	0



WAGE LEVEL TABLE		
Skill Level	Score Range	% Of Award Rate
Level 1	18 - 26	10%
Level 2	27 - 35	15%
Level 3	36 - 44	20%
Level 4	45 - 53	25%
Level 5	53 - 62	30%
Level 6	63 - 71	35%
Level 7	72 - 89	40%
Level 7.1	90 - 107	50%
Level 7.2	108 - 125	60%
Level 7.3	126 - 143	70%
Level 7.4	144 - 161	80%
Level 7.5	162 - 179	90%
Level 7.6	180	100%

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

Competency Based Wages

Supported Wages (Working with host employers under the Supported Wage System)

Award Wages (Open and/or self employment).

### **Performance Based Wage**

In some cases an employee may achieve a higher level of output than an employee with similar skills within the Job Model/Skills Matrix. If the required standard of output is achieved by an employee or group of employees they can be advanced to a new wage level. This is represented in Levels 7 - 7.6 of the wage structure contained in SCHEDULE "A".

The overall process enables effective goals to be set for all participants in conjunction with the Individual Program Plan (IPP) process and facilitates clear career paths available and identifies skills gaps and training requirements for all employees.

### **Transitional Arrangements**

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 Authority.

### **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 at an acceptable level of output (productivity);  
Organising personal 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 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 undesirable. Eg. 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.

Judgement 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 judgments 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 judgment as to whether competency has been achieved".

The assessment will be conducted to:

Assist and support an employee to gain 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 an individual or a number of employees working in a related area possess. This process will assist to identifying the education and training needs of an employee or group of employees with the objective of avoiding unnecessary training.

Determine whether an employee has achieved a particular unit of competency, or set of competencies, for the purpose of:

- Confirmation of quality and level of performance.
- Formal recognition of the employee's skills.
- Placement within the Agreement Levels Structure (Skills Matrix/Job Model), SCHEDULE "B".
- Readiness for progression to a higher level.

### The Assessment System

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

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

Assessment of employees shall be conducted by service support staffs, which hold the appropriate Workplace Assessor qualifications.

### 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	Identify assessment context. Establish evidence required. Select and explain the assessment procedure
Carry out Assessment	Gather evidence Make the assessment decision. Provide feedback during assessment.

Record assessment results and review the procedure.	Record assessment results. Provide feedback to employee being assessed. Review the procedure. Explain Appeal Process
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### **Productivity Assessment**

Within the Competency Assessment, the level of productivity (output) is recognised.

Employees are measured against pre-determined outputs generated by peers with similar skills undertaking similar tasks and not against levels established by management and able to be achieved by an employee working in an open employment environment.

Individual achievements and opportunities for progression to higher wage levels can be achieved through increased productivity levels according to the established standards.

### **Disability Services Standards**

#### **Standard 9: Employment Conditions**

Each person with a disability enjoys working conditions comparable to those of the general workforce. The relevant KPI's for standard 9 are;

- 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 exceptions or incapacity to pay or similar reasons and if a person is unable to work at full productive capacity due to a disability. The service provider is to ensure that a pro-rata wage must be determined through a transparent assessment tool or process, such as Supported Wage System (SWS), or tools that comply with the criteria referred to in the Guide to Good Practice Wage Determination including:

- Compliance with relevant legislation;
- Validity;
- Reliability;
- Wage outcome; and
- Practical application of the tool.

- 9.2 The service provider ensures that when people with a disability are placed in employment, are consistent with general workplace norms and relevant Commonwealth and State legislation.
- 9.3 The service ensures that when service recipients are placed and supported in employment that they and where appropriate their guardians and/or advocates, are informed of how wages and conditions are determined and the consequences of this.

#### **DEPARTMENT OF FAMILY AND COMMUNITY SERVICE ASSESSMENT TOOL - (BSWAT)**

To assist organisation's to meet the requirements of KPI 9.1 the Commonwealth Department of Family and Community Service have developed an assessment tool (BSWAT) for determining Pro-rata Award Based Wage for Business Services. There is no obligation on an organisation to use (BSWAT).

The organisation and employees may agree to adopt (BSWAT) 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 (BSWAT) does not compromise the dual focus of the business.