

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/348

TITLE: Training Resource Officers (Lady Gowrie Child Centre) Enterprise Agreement 2002

I.R.C. NO: IRC02/5818

DATE APPROVED/COMMENCEMENT: 6 November 2002

TERM: 31 December 2004

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/307

GAZETTAL REFERENCE: 6 December 2002

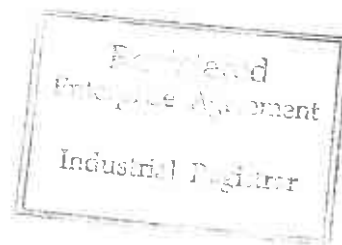
DATE TERMINATED:

NUMBER OF PAGES: 29

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to Training Resource Officers employed at Lady Gowrie Child Centre who fall within the coverage of the Social and Community Services Employees (State) Award

PARTIES: Lady Gowrie Child Centre -&- the New South Wales Independent Education Union



TRAINING RESOURCE OFFICERS (LADY GOWRIE CHILD CENTRE) ENTERPRISE AGREEMENT 2002.

PART A - CONDITIONS

1. Title

The agreement shall be known as the Training Resource Officers (Lady Gowrie) Enterprise Agreement 2002.

2. Arrangement

1. Title
2. Arrangement
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Part B - MONETARY RATES

Table 1 - Monetary rates



3. Definitions

"Enterprise Agreement" means the Training Resource Officers (Lady Gowrie Child Centre) Enterprise Agreement 2002

"Lady Gowrie Child Centre" hereinafter referred to as the employer, means the incorporation established as Lady Gowrie Child Centre ACN 001 894 659

"Union" means the New South Wales/Australian Capital Territory Independent Education Union (the IEU) in respect to members or eligible members of the union.

"Training Resource Officers" means the employees of the employer employed by Lady Gowrie Child Centre who are employed to provide advice, professional support, information and/or training to early childhood services in NSW.

4. Agreement and Application

4.1 This agreement shall apply to all Training Resource Officers employed at Lady Gowrie Child Centre.

4.2 Except as set down in this agreement conditions of employment shall be in accordance with the Social and Community Services Employees (State) Consolidated Award.

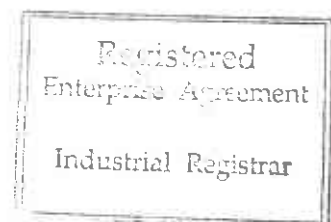
5. Salaries

5.1 The minimum fortnightly salary payable to full-time Training Resource Officers shall, subject to the other provisions of this agreement, be calculated by dividing the rates as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates, by 26.07.

5.2 The parties agree to meet during the life of the agreement to discuss future wage increases. In these discussions, both parties will take note of the salary increases that may have occurred in related industries, CPI increases and any productivity increases that have occurred. Should the parties agree, a variation will be made to this agreement.

6. Hours of Work

6.1 During the life of the agreement the ordinary hours of work shall be increased from 35 hours per week, exclusive of meal or rest breaks to 37.5 hours per week, exclusive of meal or rest breaks.



Date of Increase in Hours	Increase
Date of Ratification	1 hour per fortnight
January 2003	2 hours per fortnight
July 2003	3 hours per fortnight
January 2004	4 hours per fortnight
July 2004	5 hours per fortnight

- 6.2 The usual hours of work for all Training Resource Officers may be worked between the hours of 9.00am and 5.00pm, Monday to Friday, however an employee may with the permission of her/his manager work outside these hours. No shift allowance will be paid for hours worked outside of 9.00am and 5.00pm.
- 6.3 (a) A Training Resource Officer may with the permission of her/his manager, elect to work their fortnightly hours in such a way that she/he works flexible hours, so that she/he works not more than ten hours a day.
- (b) Pursuant to 6.3(a) a Training Resource Officer may only elect to work this arrangement if there is sufficient staffing to cover core hours.

7. Time in Lieu

- 7.1 No overtime will be paid for hours worked in addition to the ordinary hours of work in clause 6.2 Hours of Work.
- 7.2 All hours worked that are in excess of the agreed hours and have been approved in advance by the Gowrie Centre Director may be counted as time in lieu.
- 7.3 All time in lieu is earned at the rate of one hour for one hour.
- 7.4 Training Resource Officers may accrue up to two weeks worth of time in lieu which may be taken in either two blocks of one week each or one block of two weeks separate from or in addition to annual leave entitlements.
- 7.5 Accrued time in lieu must be taken in the year in which it is earned. For this purpose, the year is considered as beginning on the anniversary of employment.
- 7.6 All other time in lieu that is accrued in excess of the two weeks in subclause 7.4 must be taken within the current fortnightly pay period provided that an employee may carry over 7.5 hours from one pay period to another.
- 7.7 The provision of clauses 6 and 7 are intended to provide for flexible but reasonable hours of work. Time in lieu accumulated in excess of the above provisions is forfeited.
- 7.8 Any time in lieu remaining on cessation of employment is forfeited.



8. Sick Leave

8.1 Entitlement

Any Training Resource Officer covered by this agreement shall be entitled to paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:

- (a) The period of sick leave shall, subject to subclause 8.3 of this clause, not exceed in any one year of service 15 working days on full pay.
- (b) A Training Resource Officer shall not be entitled to sick leave for any period in respect of which such Training Resource Officer is entitled to worker's compensation.

8.2 Accumulation

Untaken sick leave shall accumulate from year to year to a maximum of 120 days.

8.3 Evidence of sickness

In each year, with the exception of the first two days' absence due to illness, a Training Resource Officer shall, upon request, provide a medical certificate addressed to the employer.

9. Personal/Carer's Leave

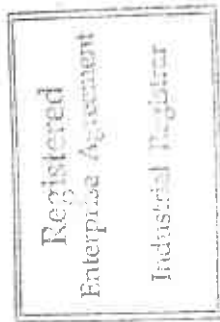
9.1 Use of sick leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 8, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (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 although not legally married to that person; or

- (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; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.



- (d) An employee shall, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

9.2 Unpaid Leave for Family Purposes

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause 9.1 who is ill.

9.3 Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be
- (c) Annual leave loading will be paid as annual leave days are taken.

9.4 Time Off in Lieu

- (a) An employee may elect, with the consent of the employer, to take time off in lieu at a time or times agreed with the employer according to clause 7.4.
- (b) Time taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

9.5 Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

10. Parental Leave and Allowance

- 10.1 A Training Resource Officer who applies for parental leave under part 4 of Chapter 2 of the Industrial Relations Act 1996 and is granted such leave for a period of six weeks or longer by the employer in accordance with these provisions, and, who in addition has completed three or more years of continuous service with the employer either full time or part time, shall be entitled to a parental allowance calculated in accordance with subclause 10.2 of this clause.
- 10.2 The parental allowance in subclause 10.1 shall be equivalent to six week's salary at the rate of salary the Training Resource Officer was earning at the time of taking leave.
- 10.3 The Training Resource Officer may elect to receive the parental allowance in subclause 10.2 either in accordance with the usual employer payment schedule or as a lump sum payment in advance.
- 10.4 Where a Training Resource Officer applies for a lump sum payment in advance under subclause 10.3, the Training Resource Officer shall give the employer at least one month's notice of intention.
- 10.5 If the Training Resource Officer has received payment of the parental allowance and subsequently the Training Resource Officer's pregnancy results in a miscarriage or stillbirth, the Training Resource Officer shall be entitled to retain the payment of the parental allowance in accordance with this clause, so long as the Training Resource Officer remains on parental leave for a period of six weeks or longer.
- 10.6 The period of parental leave will not be service for the purpose of any statutory entitlement or other entitlement under the agreement.

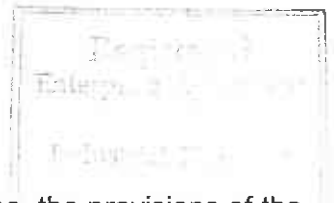
11. Long Service Leave

11.1 Applicability of Long Service Leave Act

Except in so far as expressly varied by the provisions of this clause, the provisions of the Long Service Leave Act 1955 shall apply to Training Resource Officers employed under this agreement.

11.2 Long Service Leave on Resignation

Where a Training Resource Officer resigns following five or more continuous years of service, they shall receive a pro-rata payment of their long service leave entitlement calculated in accordance with the provisions of the Long Service Leave Act.



12. Other Leave

12.1 Bereavement Leave

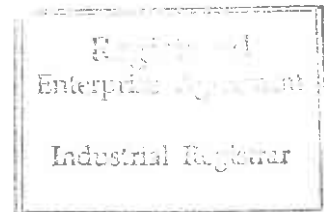
- (a) A Training Resource Officer shall on the death of a person prescribed in 12.1(b) below, be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three working days. A Training Resource Officer may be required to provide the employer with satisfactory evidence of such death.
- (b) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 9.1(c)(ii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (c) Where a Training Resource Officer takes bereavement leave in accordance with paragraph (a) of this subclause the employer may grant the Training Resource Officer additional leave as leave without pay or leave with pay. Such agreement shall not be unreasonably withheld.
- (d) Where a Training Resource Officer requests leave to attend a funeral of a person not specified in paragraph (b), the employer may grant the Training Resource Officer leave as leave without pay or bereavement leave with pay. Such agreement shall not be unreasonably withheld.
- (e) Where an employer grants a Training Resource Officer leave with pay in accordance with paragraphs (c) or (d), such leave will be deducted from the Training Resource Officer's entitlement to sick leave in accordance with clause 5, Sick Leave.

12.2 Study Leave

Refer to Annexure A.

12.3 Leave Without Pay

Refer to Annexure B.



13. Classification, Performance, Feedback, Appraisals and Assessment

- 13.1 The employers and employees will adhere to the procedure as set out in Annexure C.
- 13.2 Employees will be classified according to the competencies as set out in Annexure D.
- 13.3
 - (i) Training Resource Officers are usually employed at and work in Levels 1 (which characterises the beginning, or less experienced, Training Resource Officers) and Level 2 (which is the usual place of the Training Resource Officer).
 - (ii) Progression from Level 1 to Level 2 is by satisfactory assessment of competency.
 - (iii) Level 3 is for designated positions only, for example team co-ordinators or specific higher duty tasks. Level 3 positions may be on-going or temporary and full time or part time appointments.

- (iv) There is no progression from Level 2 to Level 3 by assessment of competency only.

14. Disputes and Grievances Procedures

14.1 Disputes and Grievances Arising out of this Agreement

- (a) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this agreement, by measures based on conciliation, co-operation and negotiation.
- (b) Without prejudice to either party, the parties to this agreement shall ensure the continuation of work in accordance with the custom and practice at Lady Gowrie Child Centre.
- (c)
 - (i) In the event of any matter arising under this agreement which is of concern or interest, the employee shall discuss this matter with the employer or her/his nominee.
 - (ii) If the matter is not resolved at this level, the employee may refer this matter to their relevant union, who will discuss the matter with the Board or their nominee.
 - (iii) If the matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- (d) Nothing contained in this procedure shall prevent the Board of Lady Gowrie Child Centre or its nominee or the IEU from entering into negotiations at any level either at the request of a member or on their own initiative in respect of a matter in dispute should such action be considered conducive to achieving a resolution of the dispute.

14.2 Procedures relating to disputes between employers and their employees

- (a) Where a problem/s arises with respect to an employee's performance of his/her duties the employer should discuss the problem with the employee who will be given an opportunity to respond.
- (b) The employer should:-
 - (i) clearly identify the problem;
 - (ii) clearly outline their expectations;
 - (iii) set a reasonable period of time for the problem to be rectified;
 - (iv) provide a review period at the end of the time period; and
 - (v) note the results of the meeting in a diary.
- (c) If the problem/s continues to exist then a formal warning should be given to the employee in writing or in the presence of a witness. The warning should set out:-
 - (i) what aspects of the employee's performance needs to be improved;
 - (ii) what should be done to rectify the problem;
 - (iii) what assistance will be provided;
 - (iv) a specified period for review; and



- (v) the action already taken by the employer and what further action may be taken if the performance problem is not rectified.

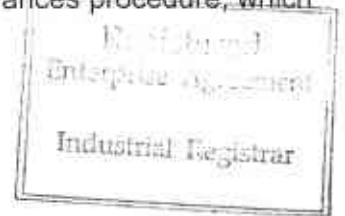
The employer should note the results of the meeting in a diary.

- (d) If the specified problem/s are not rectified, the employer should give the employee a final warning. This may be in writing or issued in the presence of a witness specifying the process already taken by the employer and the fact that if the performance of the Training Resource Officer does not improve the employment of the Training Resource Officer will be terminated. The employer should identify the performance problem/s, the employer's expectations, the steps required to rectify the problem/s and a time period for review. The employer should note the results of the warning in a diary.
- (e) Where an employee's performance improves as a result of a review period, the employer should notify the Training Resource Officer that the period of review is completed and that the required improvement in the employee's performance has been achieved.
- (f) The employer and employee are entitled to have a witness present at any step in the process and may be represented by an industrial organisation of employees or an industrial organisation of employers.

14.3 Procedures relating to grievances of individual employees

The employer has in place an organisational disputes and grievances procedure, which will be followed by employees and employers.

Refer to Annexure E

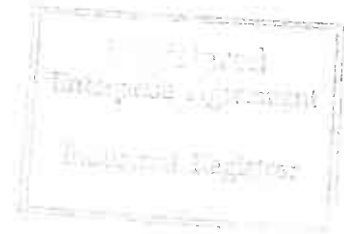


15. Salary Sacrifice

- 15.1 The salary payable to Training Resource Officers pursuant to the Enterprise Agreement shall be paid fortnightly.
- 15.2 The salary payable to a Training Resource Officer, pursuant to the Enterprise Agreement, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.
- 15.3 Notwithstanding sub clauses 15.1 and 15.2 of this clause by mutual agreement with the employer a Training Resource Officer may elect to receive:
 - (i) the benefit of a salary sacrificing scheme provided by the employer;
 - (ii) an amount in salary equal to the difference between salary calculated in accordance with the rates of pay prescribed by the Enterprise Agreement and the amount specified by the employer from time to time of the salary sacrificing scheme received by the employee under (i) of this subclause.
- 15.4 A Training Resource Officer who takes any paid leave shall receive the benefits and salary in accordance with paragraphs (i) and (ii) of subclause 15.3) of this clause.
- 15.5 Any superannuation benefit under paragraph (i) of subclause 15.3) of this clause will be in addition to amounts payable under the Enterprise Agreement and Federal Government legislation.

15.6 Any other Enterprise Agreement payment calculated by reference to the Training Resource Officer's salary, and payable:

- (i) during employment; or
- (ii) on termination



16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 16.2 It follows that in fulfilling their obligation under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 16.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 16.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:


"Nothing in this Act affects...any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".


17. Operation of Agreement

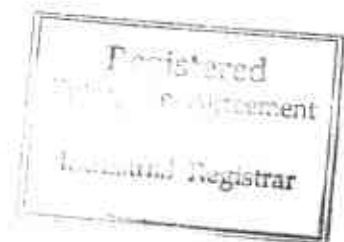
This agreement shall be in force from the date of approval by the Industrial Relations Commission until December 2004.

18. Duress

This agreement was not entered into by either party under duress from the other party or any person or persons.


Signed for and on behalf of *2.10.02*
Lady Gowrie Child Care Centre


Signed for and on behalf of
NSW Independent Education Union



ANNEXURE A - STUDY LEAVE WITH PAY

Purpose and scope: Paid study leave is intended to complement Lady Gowrie Child Centre's internal professional development program with the specific aim of furthering individual professional development that is directly related to work performance.

Staff members may apply for paid study leave to assist them with academic studies requiring attendance during their usual working hours. Leave may be either on a regular weekly or block basis.

In general, the maximum amount of paid study leave approved for any individual staff member would not exceed eighty hours per year.

Outcome: It is expected that paid study leave will yield a tangible outcome appropriate to the study undertaken, in addition to general work performance benefits.

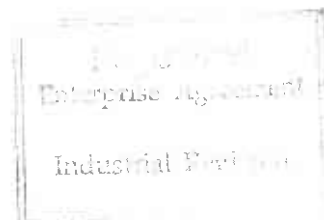
This outcome (eg specific skill performance; journal article or other publication; workshop/s for other Lady Gowrie Child Centre staff) will be agreed in advance by the staff member and their supervisor and will form part of the formal advice of approval for leave.

Continued employment: Staff taking paid study leave should undertake to continue their employment with Lady Gowrie Child Centre for a period proportionate to their leave - six months per eighty hours is a guideline.

Procedure: Applications should be in writing and no commitment assuming approval entered into until a letter confirming approval is received from the Executive Director.

Applications should detail:

- Activities to be undertaken
- Reason leave is necessary
- Expected outcomes of the study
- The benefits to the organisation

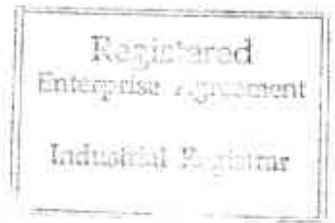


Applicants are encouraged to discuss the expected outcome of their leave with their supervisor to ensure the relevance of their application to the Lady Gowrie Child Centre workplace.

Guidelines: The following factors will be considered by the Executive Director in dealing with applications for paid study leave:

- ❖ Impact on the organisation, project or program with particular regard to:
 1. Staffing situation, including the capability of the applicant's project to cover absences or provide relief staff;
 2. Program needs (eg continuity, workload, staffing levels, timing etc);
 3. Relevance to study to applicant's job.
- ❖ Length of employment with Lady Gowrie Child Centre.
- ❖ Previous and/or current usage patterns of all types of leave, including the availability of other options.
- ❖ The desirability of limiting the number of staff on paid study leave to one per section at any one time.
- ❖ Order of receipt of applications.

ANNEXURE B - LEAVE WITHOUT PAY



Purpose and scope: Leave without pay may be applied for by any employee and is granted at the discretion of the Executive Director.

Leave without pay may be approved for:

1. Activities promoting professional development, to allow employees to undertake an activity requiring absence from work that cannot be provided under any other Lady Gowrie Child Centre program or leave provision. Leave without pay for professional development may be approved for periods up to twelve months.
2. Personal reasons, to allow staff members some opportunity for absence from work that is outside either professional development or other leave provisions.

The following are guidelines re appropriate leave periods for leave without pay:

- ❖ less than six months employment, leave without pay at discretion of Executive Director;
- ❖ six months to two years employment, up to five days leave without pay per annum;
- ❖ between two and five years employment, up to four weeks leave without pay per two-year period;
- ❖ five years or more employment, periods longer than above, as agreed between the employer and the employee.

Outcome: It is expected that leave without pay for professional development will yield a tangible outcome appropriate to the study undertaken, in addition to general work performance benefits.

This outcome (eg specific skill performance; journal article or other publication; workshop/s for other Lady Gowrie Child Centre staff) will be agreed in advance by the staff member and their supervisor and will form part of the formal advice of approval for leave.

Procedure: Applications should be in writing detailing the reason leave is necessary and the time required.

In the case of leave without pay for professional development the expected outcomes of the activity and the benefits to the organisation should be described. Applicants are also required to agree with their immediate supervisor on an appropriate tangible outcome to the leave, and to attach an outline of this to their application.

Applications should go first to the immediate supervisor for consideration and recommendation, then go to the Executive Director.

Guidelines: The following factors will be considered by management in dealing with applications for leave without pay:

- ❖ Length of employment with the Lady Gowrie Child Centre.
- ❖ Previous and/or current usage pattern for all types of leave, including the availability of other leave options.
- ❖ The desirability of limiting the number of staff on leave without pay to one per section at any one time.

- ❖ Order of receipt of applications.

In addition, the following will be considered in relation to applications for leave without pay for **professional development**:

1. Staffing situation, including the capability of the applicant's project to cover absences or provide relief staff;
2. Program needs (eg continuity, workload, staffing levels, timing etc)
3. Relevance of study to applicant's job.



ANNEXURE C - PERFORMANCE, FEEDBACK, APPRAISALS AND ASSESSMENT

General procedure

Satisfactory performance by the employee and support and feedback by the employer underpin the Training and Resource Officers' remuneration package. This section describes the general procedure for achieving this.

It is important that the quality of the performance of duties is regularly acknowledged. Feedback should be provided on an ongoing basis. Employees will be informed promptly by their supervisor of unsatisfactory performance. A written record will be kept of any such discussions, including agreed strategies for overcoming the problem and performance indicators.

1. **Appraisals are to be conducted** after three months of employment, at which point permanent employment is confirmed, then before the twelve-month anniversary, then annually. Employees should not be disadvantaged because of any delay of the employer in conducting the appraisal process.
2. **Assuming satisfactory performance**, at the twelve months anniversary of initial employment, the employee proceeds to the next step in the Level.
3. **If the employee is informed that performance is unsatisfactory**, appraisals will be conducted every three months until satisfactory performance is reached; thereafter the employee will revert to the normal appraisal schedule.
4. **Progression from Level One to Level Two is by formal assessment to demonstrate Level Two competencies.**

The usual classification of Training Resource Officers is Level Two. New employees may be appointed to Level One or Two depending on the recommendation by of the selection committee is based on its judgement of their relevant demonstrated competencies at the time of appointment.

Level Three is related to increased responsibilities and/or Level Three competencies in specific positions. This may involve either a permanent position (eg QIAS Training and Support) or employees may undertake short-term level three duties (eg leadership of a complex resource development project).

Appraisals and assessment include a range of tools, including interviews between the employee and the section manager. In all cases the employee has the option of inviting a colleague to be present during appraisal and/or assessment interviews.

Responsibilities

To support this system, Lady Gowrie Child Centre as the employer has a number of responsibilities:

1. To set clear expectations for staff and to clearly link performance expectations to competencies.
2. To give feedback on performance (particularly to inform staff immediately if performance is not satisfactory in any way, to clearly state requirements and to keep a record of this).
3. To implement formal appraisal and assessment systems and training in associated procedures for all staff.
4. To provide appropriate professional development opportunities for staff.

5. To complete appraisals and assessments promptly and in the time frame required to permit progression on the salary scale on the anniversary of employment.
6. To facilitate assessment procedures so as not to delay movement to Level Two for a successful employee whose twelve-month anniversary at Level One step three is imminent.
7. Staff should not be penalised because of any delay in the appraisal process.

Staff appraisal

Staff appraisals are used prior to confirmation of employment at the end of the three-month probationary period and to allow progression within levels. They are a more formal part of ongoing employee assessment and feedback.

❖ **Process for appraisal:**

Appraisal is conducted through a discussion between the staff member and their supervisor. The goal is to use a number of tools to consider the employee's performance in the workplace with a view to recognising strengths and achievements in performance and identifying areas for further development and strategies for supporting this.

❖ **Suggested tools for appraisal:**

These include measures of performance against the following:

Job description

Work plan

Team participation

Meeting the organisational objectives

Workplace practices

The appraisal should include a written statement developed and signed by the supervisor and employee about all of the above areas. A simple proforma will be provided for completion and inclusion in the employee's job performance file.

❖ **Professional development:**

Opportunities for professional development and modification of workplace practices are expected to be identified through the appraisal process. Professional development is expected to enhance workplace skills and should include goals and an action plan. It is expected to contribute support to the enhancement of skills and satisfactory opportunities to move within levels. The modification of workplace practices is expected to achieve a more efficient and supportive workplace to allow all employees maximum opportunities to deliver a high quality service.

Any dispute or grievance arising from ongoing work management and supervision or from the appraisal process should be handled through the Lady Gowrie Child Centre grievance procedure.

Staff Assessment

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. (DEET 1994)

Assessment in a competency system is the judgement of performance against competency standards. The aim is to provide a means by which decisions in relation to the skills of individuals are consistent, fair and valid. Lady Gowrie Child Centre has developed competencies for each of the three levels within the Training and Resource Officers Remuneration package. The assessment process is used to assess competence between the levels. That is, it informs the decision about the employee's movement between levels.

Because the work of Training Resource Officers most often requires Level Two competencies, employees at Level One Step Three will automatically be offered the opportunity to be assessed to move to Level Two. Any employee may decline in the first instance and seek further opportunity to acquire Level Two competencies, however the employer may limit this to a further six months unless the position has been clearly designated as a level one position.

An employee may request assessment at any time. This should be done in writing to the section manager. In general, an employee would be expected to work at a given level for six months before being granted a further assessment.

Assessments are carried out by the Section Director in consultation with the employee. Refer to general procedures.

Carrying out an assessment

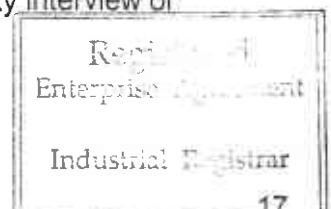
The steps to be used in carrying out an assessment are identifying the evidence required for the assessment, gathering the evidence and conducting the assessment interview.

Identifying the evidence required for the assessment:

The person being assessed and the person(s) doing the assessment meet, agree and record what evidence will be used for assessment and the methods to be used to collect the evidence.

Evidence can include a range of measurable aspects of performance such as:

- ❖ the products made or services delivered;
- ❖ observations of work carried out;
- ❖ the level of knowledge and understanding and/or observations of behaviour;
- ❖ direct, through observation of actual performance, or indirect, through evaluation of work results over a longer period or through completion of a project or simulation;
- ❖ collection of supplementary evidence such as referee reports, third party interview or interview with the employee.



ANNEXURE D - COMPETENCIES

NB: All projects at all levels involve ongoing liaison and consultation with GRC Director. For all levels there may be overriding and sometimes more specific variables which need to be considered. In general, the requirements of the TRO's projects/tasks will determine the level they operate at.

UNIT ONE: Identify and Analyse Client Groups and their Needs

Level One Requirement

Elements

1. Identify client groups
2. Design a method for conducting
3. Conduct a needs analysis

Performance Criteria

1. Client group data is collected.
2. Boundries to client group are identified.
3. Characteristics of clients are identified.
4. Sources of information are identified and accessed.
1. Information needs are clarified needs analysis.
2. Methods for conducting a needs analysis are considered and assessed.
3. Develop data collection tools.
4. Sample size is determined.
1. Method chosen is implemented.
2. Results are checked for accuracy.
3. Additional information is sought where necessary.
4. Collate results of needs analysis.

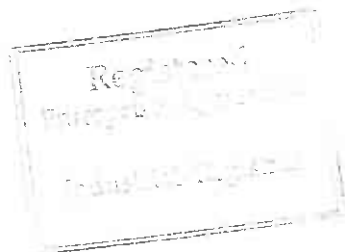
Level Two Requirements

Elements

1. Implement results of needs analysis
2. Prepare plan for action for tasks

Performance Criteria

1. The significance and implication needs analysis of results are assessed.
2. Trends are identified.
3. Conclusions and inferences are made.
1. Options for action are outlined.
2. Impact of options is outlined.
3. Preferred action is explained in detail.
4. Supporting arguments are presented concisely.
5. Costs and implications from recommendations are explained.



Range of Variables:

- Size of project, number of client groups, complexity of needs analysis
- Needs analysis may range from a single issue for a specific client to a major project for the field.

UNIT TWO: Implement Training and Resource Action Plan

Level One Requirement

Elements

1. Design the structure



2. Prepare and organise program of training.

3. Undertake the promotion of training program or resource

Performance Criteria

1. The order and timing of action of a one-off module or plan is outlined.
 2. The outcome of the training program or resource is clearly defined.
 3. Reference groups are established where field advice and input is required.
 4. The content of session or resource is identified.
 5. Methods of providing training or formats for resource are assessed and selected.
1. Venues are identified and catering and equipment arranged.
 2. Suitable contract staff are recruited.
 3. Travel and accommodation is coordinated.
1. Appropriate promotional material is designed.
 2. Distribution of promotional material is arranged and/or coordinated.
 3. Follow-up is undertaken to encourage bookings or sales.

Level Two Requirement

Elements

1. Design an integrated series of training modules or a multifaceted resource.

Performance Criteria

1. The outcome of the training program or resource is clearly defined.
2. Reference groups are established where field advice and input is required.

3. The sequence of action is outlined.
4. The content of session or resource is identified.
5. Methods of providing training or formats for resource are assessed and collected.

UNIT THREE: Provide a Resource and Advice Consultancy

Level One Requirement

Consultancy on straightforward issues

Elements

1. Assist the client to define their issue/need

2. Develop and/or identify a range of options and/or solutions.

3. Develop a plan of action in conjunction with the client.

4. Follow up plan of action

Performance Criteria

1. Information needs are clarified.
2. Open-ended questions are asked.
3. Range of concerns are canvassed.
4. Priority issues are clarified.

1. Known options for action are outlined.
2. Pros and cons of each option are discussed.
3. Factors to be taken into account are explained.

1. Options and/or solutions are
2. Steps required to achieve options are identified.
3. Timeframes and implications are outlined.

1. Resources/information sent to clients.
2. Follow up calls to clients on progress of plan of action as required.

Level Two Requirement

Consultancy on complex issues

Elements

1. Facilitate the identification and definition of client's needs/issues.

Performance Criteria

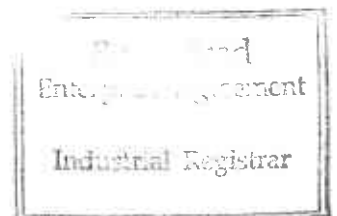
1. Information needs are clarified.
2. Open-ended questions are asked.
3. Range of concerns are canvassed.
4. Priority issues are clarified.

- | | |
|--|---|
| <p>2. Develop and/or identify a range of options and/or solutions.</p> | <p>1. Known options for action are outlined.</p> <p>2. Pros and cons of each option are discussed.</p> <p>3. Factors to be taken into account are explained and/or explored.</p> <p>4. Differences in opinion within the client group are mediated.</p> |
| <p>3. Develop a plan of action in collaboration with the client.</p> | <p>1. Options and/or solutions are selected.</p> <p>2. Steps required to achieve options are identified.</p> <p>3. Timeframes and implications are outlined.</p> |
| <p>4. Follow up plan of action.</p> | <p>1. Resources/information sent to clients.</p> <p>2. Follow up calls to clients on progress of plan of action as required.</p> |

Level Three Requirement

Face to face consultancy for entire service on complex issues

- longer time frame
- large number of people involved (possibly including management and other agencies)
- more complex issues



UNIT FOUR:

Participate in External Forums

Level One Requirement

Elements

1. Participate in external forums

Performance Criteria

1. Information is contributed to the forum based on professional experience and Gowrie philosophy.
2. Participation contributes to the achievement of positive outcomes for the group.

Level Two Requirement

Elements

1. Act as delegated Gowrie representative in external forums.

Performance Criteria

1. Strategies for advocating Gowrie's position to group are developed in consultation with Management and implemented.

2. Develop a wider strategic responses to a common issue.
 1. Common issues shared by a number of organisations are identified.
 2. The opportunity for a strategic approach is identified.
 3. The participation of a number of affected organisations is co-ordinated and facilitated.
2. Contributing to work of group a sound knowledge base.

UNIT FIVE:

Level One Requirement

Elements

1. Adapt and update
2. Undertake research for writing.
3. Develop materials for general communication, submissions, evaluations and reporting.

Level Two Requirement

Elements

1. Write substantial original training and complex resource materials and/or submissions.

Undertake Professional Writing

Performance Criteria

1. Current resources are current resources reviewed to identify gaps or areas to be improved.
2. Up to date information is sought to improve resources.
3. Alterations are incorporated into the current resource.
1. Topic being researched is clearly defined.
2. Sources for information are identified and located.
3. Relevant, accurate and current information is compiled.
1. Outcomes of writing are clearly defined.
2. Subject matter is specified.
3. Document/s drafted and formatted in consultation with relevant parties.

Performance Criteria

1. Outcomes of writing are clearly defined.
2. Subject matter is specified.
3. Formats are selected to enhance learning.
4. Information is clear and concise.

UNIT SIX:

Deliver Training

Level One Requirement (Single Focus/One-off session)

Elements

1. Prepare trainees for learning.
2. Instruct trainees
3. Support self managed learning
4. Facilitate group learning

Performance Criteria

1. Training objectives and learning outcomes are explained and discussed.
2. The outline of training sessions is explained
 1. Presentation and training methods are appropriate to trainees.
 2. Presentation and training methods provide variety, encourage participation and reinforce key points.
 3. Training and presentation is modified to meet trainees' needs.
 4. Information is clear, accurate and in sequence.
 1. Opportunities to make choices and decisions are provided.
 2. Resources which enable self managed learning are provided.
 3. Timely advice and assistance is given to trainees during the process
1. Group training methods are learning used to maximise learning effectiveness.
 2. Groups are provided with clear instructions and guidance on content and process.
 3. Interventions in group discussion by the trainer are managed effectively.



Level Two Requirement (Multi-focus/Integrated Modules)

Elements

1. Prepare trainees for
2. Instruct trainees.

Performance Criteria

1. Training objectives and learning learning outcomes are explained and discussed.
2. The outline of training sessions is explained.
 1. Presentation and training methods are appropriate to

3. Support self managed learning.

4. Facilitate group learning

5. Formally provide feedback to trainees on progress for longer courses.

6. Review training delivery.

- trainees.
2. Presentation and training methods provide variety, encourage participation and reinforce key points.
 3. Training and presentation is modified to meet trainees' needs.
 4. Information is clear, accurate and in sequence.

1. Opportunities to make choices and decisions are provided.
2. Resources which enable self managed learning are provided.
3. Timely advice and assistance is given to trainees during the process.

1. Group training methods are learning used to maximise learning effectiveness.
2. Groups are provided with clear instructions and guidance on content and process.
3. Interventions in group discussion by the trainer are managed effectively.

1. Trainees' progress is evaluated against learning outcomes.
2. Feed back is provided to trainees on outcomes of review.

1. Trainees reaction to training delivery is sought and discussed.
2. Adjustment to delivery is considered and incorporated.

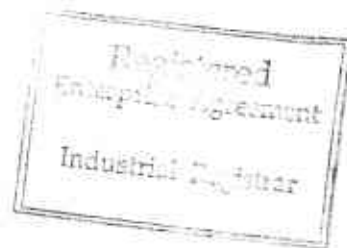
Range of Variables

- Topic, client group, learning styles of group.
- Some projects will not require training.

UNIT SEVEN: Manage Projects

Level Two Requirement

Elements



Performance Criteria

1. Coordinate the implementation of a project

1. Project outcomes are clearly defined.
2. Workplan is developed to meet outcomes.
3. Resources for the project are allocated.
4. Roles and responsibilities within the project are identified and determined.
5. Project is reviewed regularly to monitor progress against targets

Level Three Requirement

Elements

1. Manage people and resources of a major project.

Performance Criteria

1. Outcomes of project are defined.
2. Workplan is prepared with targets to be achieved.
3. Resources in terms of people, finance and equipment are identified.
4. Roles and responsibilities within the group are determined.
5. Progress is regularly monitored against targets and outcomes.

2. Supervise a team of staff.

1. Roles and responsibilities of team members are negotiated.
2. Expertise of individuals is identified.
3. Tasks are allocated and communicated to work group members.
4. Feedback on team and individual work performance is provided in a constructive manner.

Range of Variables

- Project's opportunity to manage a team may vary according to tasks.

UNIT EIGHT: Manage Finances

Level One Requirement

Elements

1. Deliver task/resource within budget.

Performance Criteria

1. Utilisation of resources is carefully monitored to ensure task is



- achieved within budget.
- 2. Funds are spent only on the items approved in budget.

Level Two Requirements

Elements

- 1. Prepare program of task costings and estimates.

Performance Criteria

- 1. Data for preparing costing is collected.
- 2. Estimates are detailed and supported by explanatory information.
- 3. Estimates are compared with actual expenses on similar projects.

Level Three Requirement

Elements

- 1. Participate in and contribute to budget preparation of project.

- 2. Monitor financial performance against budget of project.

Performance Criteria

- 1. Plans for the life of project are detailed.
- 2. Estimates of costs are calculated.
- 3. Priorities for changes to program are suggested to management.
- 4. Long term strategic plans for project are developed.
- 1. Money received and payments made are checked for accuracy on a monthly basis.
- 2. Errors/anomalies are identified and investigated.
- 3. Problems are identified and referred to the appropriate person for resolution.

ANNEXURE E - DISPUTES AND GRIEVANCES PROCEDURES

Procedures relating to grievances of individual employees

It is the intention of Lady Gowrie Child Centre, as the employer, to provide a workplace that is harmonious, free from all forms of discrimination and harassment, and that offers fair and proper support to staff members in carrying out their duties.

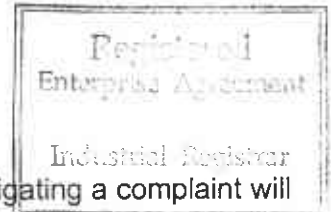
It is recognised that grievances (or complaints) may arise between staff or between staff and the employer. A grievance is a complaint or stated concern made by an individual about a workplace issue. It may be about any act, omission, situation or decision involving behaviour in the workplace, professional or work practice or industrially agreed conditions.

The following principles underpin the handling of staff complaints or grievances at Lady Gowrie Child Centre, and the procedure sets out the way complaints or grievances will be handled.

Principles

The handling of grievances and disputes will be:

- ❖ **Confidential** - only the people directly involved in making or investigating a complaint will have access to information about it.
- ❖ **Impartial** - Both sides will have a chance to tell their side of the story. No assumptions will be made and no action taken until all relevant information has been collected and considered.
- ❖ **Free of repercussions** - No action will be taken against anyone for making a complaint or helping someone to make a complaint.
- ❖ **Timely** - All complaints will be dealt with as quickly as possible. The aim is to resolve all complaints within four weeks if at all possible.
- ❖ **Fully informed** - All staff will be provided with a copy of this and other relevant policies and procedures, and staff may seek information and assistance from a supervisor/manager, the designated complaints information officer in their section or a representative of their union.



Procedure

If a staff member has a complaint or grievance they should do the following:

1. If they can, try to resolve it with the person involved. This clearly identifies the problem and gives the person involved a chance to remedy it.
2. If this is not successful, or the staff member feels unable to go directly to the person involved, they should speak with their supervisor/manager or the complaints information officer. In this step, the supervisor or complaints information officer will advise the staff member about the best way to handle the problem (including the availability of additional assistance if appropriate). Complaints will be handled confidentially and no action will be taken without the knowledge and agreement of the person making the complaint. If, with reason, the staff member does not want to take the complaint to their supervisor/manager or to the complaints information officer, the complaint should be taken to the next level of management, as in step three.
3. Most grievances will have been resolved in step one or step two. If this is not the case, the staff member should take the grievance to the next level of management. The manager will consider if they are the correct person to deal with the matter, and may refer the matter

further (with the consent of the staff member with the grievance) if they are biased because of relationships with either party, or if the matter is outside their management area or authority.

In any event, the person handling step three will:

- I. Give information to the staff member with the grievance
 - A. Explain the next steps to be taken;
 - B. Explain the actions the staff member should take if they are not happy with the way the organisation is handling the complaint;
 - C. Identify other places the employee can go for additional information.
- II. Take a written record of the complaint
- III. Talk separately and impartially to the other person/people involved to hear their side of the story.
- IV. Tell the staff member with the grievance what the other person said and discuss and agree on or decide on an outcome, including action to remedy problems.

Ensure action is implemented.

Referrals to the Executive Director, Referrals to the Chair of the Board of Directors :

- ❖ In general, complaints or grievances should be dealt with as close to the source as possible, and referred to the Executive Director if the usual procedure is not successful. Ultimately, unresolved disputes should be referred to the Chair of the Board of Directors .
- ❖ Disputes or grievances which cannot be handled within this procedure should be referred to the President of the Management Committee.
- ❖ The Executive Director and then the Chair of the Board of Directors should be informed promptly of all very serious grievances or complaints (for example, those that may require immediate disciplinary or reporting action or have legal implications).

Independent Advice or Support

Employees and the employer have the right to seek advice or support from their respective union or employer association or any independent source at any stage of the process.

PART B - MONETARY RATES

The following minimum annual salaries shall apply from the beginning of the first full pay period commencing on or after the date specified in each column:

TRO Level 1	Step 1	Step 2	Step 3
Current	37,656	39,923	41,595
1 August 2002	39,445	41,819	43,571
1 January 2003	41,318	43,806	45,640
1 July 2003	43,281	45,887	47,808
1 January 2004	45,337	48,066	50,079
1 July 2004	47,490	50,349	52,458

TRO Level 2	Step 1	Step 2	Step 3	Step 4
Current	42,115	43,778	45,653	47,457
1 August 2002	44,115	45,857	47,822	49,711
1 January 2003	46,211	48,036	50,093	52,072
1 July 2003	48,406	50,317	52,472	54,546
1 January 2004	50,705	52,707	54,965	57,137
1 July 2004	53,114	55,211	57,576	59,851

TRO Level 3	Step 1	Step 2	Step 3
Current	45,859	47,734	49,538
1 August 2002	48,150	50,213	52,197
1 January 2003	50,678	52,598	54,676
1 July 2003	52,833	55,096	57,273
1 January 2004	55,343	57,713	59,994
1 July 2004	57,972	60,455	62,843

