

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/106

**TITLE: Ningana Enterprises Inc. (Supported Employees)  
Workplace Agreement 2004**

**I.R.C. NO:** IRC4/6476

**DATE APPROVED/COMMENCEMENT:** 10 December 2004 / 30 November 2004

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/163.

**GAZETTAL REFERENCE:** 6 May 2005

**DATE TERMINATED:**

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Ningana Enterprises Inc. located at 1 Kooyoo Street, Griffith, 2680, who fall within the coverage of the Laundry Employees (State) Award and the Storemen and Packers, General (State) Award.

**PARTIES:** Ningana Enterprise Inc -&- Graham Conway, Troy Daley, Janine Evans, Robert Forestal, James Futter, John Graham, Susan Hill, Andrew Hoare, Margaret Isles, Sabrina Marks, Jason Nancarrow, Brian Oakroot, Anthony Pandolfo, Luigi Pandolfo, Maree Pandolfo, Scott Porter, Kevin Silburn, Ron Singh, Geoff Wescombe, Cecilia West, Kelvin Williams, Peter Wren, Kathryn Zanotto

# **NINGANA ENTERPRISES INC. (SUPPORTED EMPLOYEES) WORKPLACE AGREEMENT 2004**

## **A. PREAMBLE**

Ningana Enterprises Inc. is a non-profit organisation partially funded by the Commonwealth Department of Family and Community Services (FACS). 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.

This agreement has been specifically developed to provide similar terms and conditions of employment for all employees of the organisation and to meet the Quality Assurance guidelines (KPI's) established by FACS. People with a disability and support employees without a disability are considered equal by the organisation.

The purpose of the organisation is:

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;

It is acknowledged, that Ningana Enterprises Inc. is an organisation that as a general rule, does not operate pure employment services in a strictly commercial sense for all employees. The organisation, operates in an employment-like environment for those people with a disability in which a range, of additional support services are provided, at a level which would not be usual in an organisation which did not have a similar purpose including:

vocationally-related training

work experience

job modification

assistance with progression to other employment; and

a integrated range of non-job related support services.

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

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

The Agreement has been developed with a view to achieving the mission of the organisation, and to increase employment options for people with a disability. The mission of the organisation is:

"To provide quality supported employment and training for people who have a disability".

Through ongoing training and support people with a disability will be given the opportunity to work and therefore contribute to the community, increase their self-esteem and 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**

Ningana Enterprises Inc. (Supported Employees) 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.

**D. ARE THE RIGHTS OF THE EMPLOYEES PROTECTED?**

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

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 and will require the employer to give their employees their legal entitlements.

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

- 1.2 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.

Training opportunities will be provided to employees to facilitate independence in making 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. The agreement is in the interest of both the employees and the organisation.

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

1.4 Who Is Covered By The Agreement?

Ningana Enterprises Inc. of 1 Kooyoo Street, GRIFFITH NSW 2680, (hereafter referred to as "the organisation") and at other locations where the organisation has a facility to operate.

AND

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

1.5 When Does The Agreement Start And Finish

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

1.6 Can Employees Make Additional Claims Before The Agreement Finishes

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

## **PART 2**

### **TERMS AND CONDITIONS OF EMPLOYMENT**

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

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

(i) duties and responsibilities

career plan and summary of the employee's training obligations  
terms and conditions of employment including the provisions of this agreement.

(ii) commencement date and general terms and conditions including:

employee's regular hours of work  
employee's classification (Level)  
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 plain English "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) hours 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.

### **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 two (2).

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.

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 two (2).

### **Volunteers**

The organisation may from time to time accommodate the services of volunteer personnel to assist in the operational needs of the organisation. A volunteer will not be required to perform any function normally performed by an employee of the organisation except in extraordinary circumstances. 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 the 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 Their A Probationary Period?

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

2.4 Can An Employees Employment Be Terminated?

The organisation can terminate the employment of an employee by giving the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	One week
More than 1 year but not more than 3 years	Two weeks
More than 3 years but not more than 5 years	Three weeks
More than 5 years	Four weeks
The period of notice is increased by one week if the employee is over 45 years of age and has completed at least 2 years continuous service with the organisation.	

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

The organisation can pay wages in lieu of the notice period in which case the employee would not be required to work during the notice period.

2.5 How Does The Employer Manage Challenging Behaviour In The Workplace?

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

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

A program of support and training will be offered on the return to work of the employee. Any suspension will be seen as a constructive and positive step towards the resolution of the problem. The period of suspension shall be determined by the organisation in consultation with the employee and/or their guardian/parents, advocate and/or an independent representative, but in general shall not exceed four (4) weeks in duration.

2.6 What Happens If An Employee Abandons Their Employment?

An employee who is absent from work for five (5) consecutive working days or more without the consent of the organisation and who has not made contact with the organisation or their supervisor shall be deemed to have abandoned their employment and shall be terminated and paid entitlements up to and including the last day worked.

2.7 Can An Employee Be Instantly Dismissed?

The organisation has the right to dismiss any employee without notice for serious misconduct. (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.



## 2.8 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 in accordance with Clause 2.4 Can an employees employment be terminated?).

### **How much Severance Pay will an Employee Receive?**

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

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

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

"Weeks pay" means the base weekly rate contained in SCHEDULE "A" for the employee at the date of termination.

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

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

### **Will Employees receive an "Employment Separation Certificate"?**

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

## 2.9 What Work Do Employees Have To Perform?

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

## **PART 3**

### **SKILL DEVELOPMENT, EDUCATION AND TRAINING**

#### **3.1 How Is An Employee Classified?**

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

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

The organisation will allocate each employee the appropriate "Job Model" on the commencement of employment.

#### **3.2 What Is A Job Model?**

A "Job Model" contains all the indicative tasks (shown as "Units of Skill") performed by a non-disabled employee and covered by an award relevant to the type of work being performed.

#### **3.3 What Is A Skills Matrix/Job Model?**

A Skills Matrix/Job Model is a list of identified skills (competencies) required to be performed and reflects all the tasks undertaken within each Work Stream of the organisation. Specific skills are grouped together consistent with indicative tasks required to be performed by a non-disabled employee covered by an award relevant to the type of work performed. Employees are assessed against the "Job Model" relating to the type of work they perform.

#### **3.4 How Are Employees Skills Assessed Against The Job Model?**

All employees are assessed against the skills contained in SCHEDULE "B" Skills Matrix/Job Model and placed in the appropriate wage level contained in SCHEDULE "A" Wage Structure Pro-rata Award Based Wage?

The assessment system and process is contained in SCHEDULE "C" Wage Assessment Tool.

#### **3.5 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.

### 3.6 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

### 3.7 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, expectations, objectives of the organisation and quality assurance.

### 3.8 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.

### 3.9 How Does An Employee Progress To A Higher "Wage Level"?

To progress to a higher wage level, an employees must obtain additional skills or be assessed to be performing at a higher level of performance and/or output.

Assessment of employees' performance will be conducted in accordance with Clause 3.11 Will the organisation review an employees' performance? An employee may request to be re-assessed in addition to the provisions of Clause 3.11 if the employee can demonstrate and the organisation recognises a genuine increase in the employees' skill and performance.

Notwithstanding the provisions of this clause the employee has the right to make 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? if the organisation declines to re-assess the employee or the employee considers they should have been assessed at a higher level..

### 3.10 Can An Employee Be Adjusted To A Lower "Wage Level"?

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

Any decision to adjust an employee to a lower "Wage Level" 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 six (6) months of this agreement.

If an employee wishes to dispute an adjustment to a lower "Wage Level" 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?

### 3.11 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" Wage Structure 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 obtained within each "Job Model",
- (b) The output (productivity) benchmarked against a group of employees with the similar skills in each "Job Model",
- (c) The level of supervision required at each level,
- (d) The training frequency and needs of the employee at each "Job Model", and
- (e) The social and behavioural attributes of the employee at each "Job Model".

### **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 gain additional skills or perform at a higher level of output than other employees at a similar level of skill.

Employees who are recognised by the organisation to have obtained additional skills or to be performing at a higher level of output (productivity) then 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 the predetermined criteria.

Following assessment, a "Score Range" will be determined by the organisation in accordance with the "Wage Level Table" contained in SCHEDULE "C" Wage Assessment Tool and applied to the wage level contained SCHEDULE "A" Wage Structure Pro-rata Award Based Wages.

#### **4.3 DO EMPLOYEES GET PAY INCREASES BEFORE THE AGREEMENT FINISHES?**

The organisation will increase the rates of pay contained in SCHEDULE "A" Wage Structure 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 Metal, Engineering and Associated Industries (State) Award, Level (C14).
- (b) The percentage increase will be applied to the Award Weekly Rate of pay contained in SCHEDULE "A" Wage Structure Pro-rata Award Based Wages.

#### **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" Wage Structure 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 flexible work arrangement to meet the personal needs and family responsibility of employees. This provision is 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 will 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 seven point six (7.6) hours per day or thirty eight (38) hours in any week. The ordinary hours of work must be worked between 6am and 6pm Monday to Friday.

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

### **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 worked and double time thereafter.

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

Employees will be paid double time for all time worked.

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

Employees will be paid double time and one half for all time work 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 Holidays?

### **Can an employee bank Overtime worked and take "time off" in lieu?**

If approved by the organisation, employees can bank overtime worked (at single time) and take time of 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 (½) hour meal break within five (5) hours of commencing work each day. The time the break is taken is at the discretion of the organisation.

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

5.4 Do Employees Have A Morning Tea Break?

A paid thirty (30) 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 take Annual Leave or Special Leave (Without Pay).

5.6 What Happens If There Is Not Enough Work For Employees?

Where an employee cannot be gainfully employed within their normal work stream the employee may be required to work temporarily within any other work stream of the organisation. The duties at the other work stream 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 eight (8) days sick leave in the first year of service and ten (10) days 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 entitlement.

### **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. (see Clause 6.1 Are employee entitled to Sick Leave?)

### **6.3 Are Employees Entitled To Annual Leave?**

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

Do employees receive Annual Holiday Loading

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

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

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

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

### **6.4 Are Employees Entitled To Long Service Leave?**

Employees are entitled to Long Service Leave in accordance with the "*Long Service Leave Act, 1955, 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. 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 must be taken during the Christmas and New Year period.

6.7 Are Employees Entitled To Parental Leave?

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

6.8 Can Employees Have Leave Without Pay?

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

## **PART 7**

### **ORGANISATION POLICY AND PROCEDURES**

7.1 What Do Employees Do If They Have A Grievance Or A Dispute With The Organisation Or Another Employee?

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

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 New South Wales Industrial Relations Commission for assistance in resolving the dispute.
- (e) To achieve the peaceful resolution of issues the parties shall be committed to avoid stoppages of work, lockouts, or any other bans or limitations on the performance of work whilst the procedure of consultation, negotiation, conciliation and arbitration is being followed.

### **Dispute or Grievance Resolution Procedure**

#### **Stage one**

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

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

#### **Stage two**

In the event of the employee not being satisfied with the answer provided, the employee will advise their supervisor who will arrange a meeting with the General Manager and/or the 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 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 Manager, the following procedure will be followed:

### **Step 1**

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

### **Step 2**

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

### **Step 3**

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

### **Step 4**

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

#### **7.3 Do Employees Have to Follow the Organisations Policies and Code of Conduct?**

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

#### **7.4 What Is The Role Of The Workers Committees?**

Consultation and participation are essential to improved workplace relations. The employees shall be fully informed and have input into decision making and appropriate consultative mechanisms shall be established within the organisation.

It is the express intention of the parties to this agreement to maintain effective consultation on matters of mutual interest and concern. It is intended to provide orderly procedures for the examination and negotiation of matters relating to training, productivity, technological change, Occupational Health and Safety and any other matter as determined appropriate.

To this extent the organisation has established the following consultative committees;

#### **Workers Committee**

Made up of supported employees who are elected representatives of supported employees from each site.

#### **Workers Committee Procedures**

The committees shall typically include:

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

The Committee shall have a maximum of five representatives.

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

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

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

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

The workers committee shall meet at least once monthly.

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

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

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

#### Occupational Health and Safety Committee

Made up of supported employees, who are elected representatives of all employees of the organisation at each site and management representatives. The committee shall operate in accordance with the *Occupational Health and Safety Act, 2000*.

It is agreed and understood the Occupational Health and Safety Committee shall make recommendations to management on matters relating to safety in the workplace.

#### OH&S Committee Procedures

The O H & S Committee shall typically include;

- (i) 50% employer/employee representation
- (ii) at least one management representative.

The Committee shall have a maximum of five representatives.

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

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

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

- (i) To implement O H & S policy in the workplace,
- (ii) To review the implications and/or impact of the provisions of the O H & S policy on the organisation/employees,
- (iii) To consider the introduction of new or revised safe work methods or work arrangements,
- (iv) To give consideration to the impact of technological change and other significant changes in the organisation or workplace, with regard to O H & S.
- (v) To assess proposed changes in production for possible impacts on safe work methods or work arrangements, employment and skill requirement.
- (vi) To consider other matters raised by committee members which impact on the safety of employees, or the general public.

The committee shall meet at least every two months.

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

The minutes of the meeting shall be circulated to each member of the committee within one week of the meeting, and verified by group members prior to the next meeting. The minutes shall be placed on the organisation notice board for the information of employees.

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

## **PART 8**

### **OCCUPATIONAL HEALTH AND SAFETY**

#### **8.1 Does The Organisation Have To Provide A Safe Workplace?**

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

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

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

It is agreed that all employees use and care for any equipment provided for health and safety purposes. This includes personnel protective clothing, hearing protection, and eye protection, where required.

Employees agree to assist the organisation to ensure that increased effort is made to improve the understanding and awareness of safety issues.

#### 8.2 Do Employees Receive Protective Clothing And Safety Equipment For Work?

The organisation shall provide, free of charge to employees, protective clothing and safety equipment in work situations where such provisions may be required under the Occupational Health and Safety Act or associated regulations or organisational policy.

All protective clothing and safety equipment issued shall remain the property of the organisation and shall be returned where required on termination of employment.

Employees engaged in carrying out work for which protective clothing and/or safety equipment is required shall be obliged to wear or use such equipment supplied.

Employees must wear appropriate 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.

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

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. Employees may choose a qualified rehabilitation provider to assist in the rehabilitation process.

#### 8.4 Does The Organisation Provide First Aid Facilities?

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

#### 8.5 Can An Employee Use Hand Or Power Tools At Work?

Employees required to use hand/power tools or equipment must only use such tools and/or equipment under direct supervision unless the said employee has received direct instruction from his/her supervisor that they may use the tool(s) without supervision. The supervisor when making the direction must ensure that the employee(s) have been appropriately trained and are competent to use the tools and equipment.

## **PART 9**

### **MISCELLANEOUS**

#### 9.1 Are Employees Entitled To Receive Superannuation?



The subject of Superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry Supervision Act 1993*, and the Superannuation Resolution of Complaints Act 1993.

The organisation shall provide a superannuation contribution on behalf of each employee as required by the relevant legislation.

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

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

## **PART 10**

### **SIGNING THE AGREEMENT**

Signed For And On Behalf Of

Ningana Enterprises Inc.:

Signature:

Print Name and position held:

Signature:

Print Name and position held:

Dated this 22nd day of October 2004.

Signed For And On Behalf Of

The employees of Ningana Enterprises Inc.:

Signature:

Print name and position held:

Signature:

Print name and position held:

Dated this 22nd day of October 2004.

## **SCHEDULE "A"**

### **WAGE STRUCTURE**

#### **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 need for 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 and frequency of focused training
- Behavioural Management

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 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 employment)

The three step process enables effective goals for all participants to be set in conjunction with the Individual Program 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: Storeman and Packers, General (State) Award, Level (1) x performance percentage = Agreement Pro-rata Award Weekly Rate)

Wage Level	Skill Level Competencies Required	Award Weekly Rate \$	% of Award Rate \$	Pro-rata Award Weekly Rate \$	Hourly Rate \$
Entry Level.	<p>New Starter or High Support Needs)</p> <p>The employee is:</p> <ul style="list-style-type: none"> <li>Limited in their ability to learn task related skills.</li> <li>Unable to obtain any measurable productivity.</li> <li>Undertaking training in basic task skills.</li> <li>Undertaking training to gain general vocational skills.</li> <li>Being assessed for suitability for employment.</li> </ul> <p>An employee at this level is generally considered to be</p>	506.70	5% Minimum payment	25.34	0.67

	undertaking work experience while being assessed as to the suitability of employment.  Refer to: Skills Matrix/Job Models Wage level table - Score Range				
1	Refer to: Skills Matrix/Job Models. Wage Level Table - Score Range	506.70	10%	50.67	1.33
2	Refer to: Skills Matrix/Job Models. Wage level table - Score Range	506.70	15%	76.00	2.00
3	Refer to: Skills Matrix/Job Models. Wage level table - Score Range	506.70	20%	101.34	2.67
4	Refer to: Skills Matrix/Job Models. Wage level table - Score Range	506.70	25%	126.68	3.33
5	Refer to: Skills Matrix/Job Models. Wage level table - Score Range	506.70	30%	152.01	4.00
6	Refer to: Skills Matrix/Job Models. Wage level table - Score Range	506.70	35%	177.35	4.67
7	Refer to: Skills Matrix/Job Models. Wage level table - Score Range	506.70	40%	202.68	5.33
8	Refer to: Skills Matrix/Job Models. Wage level table - Score Range	506.70	50%	253.35	6.67
9	Refer to: Skills Matrix/Job Models. Wage level table - Score Range	506.70	60%	304.02	8.00
10	Refer to: Skills Matrix/Job Models. Wage level table - Score Range	506.70	70%	354.69	9.33
11	Refer to: Skills Matrix/Job Models. Wage level table - Score Range	506.70	80%	405.36	10.67
12	Refer to: Skills Matrix/Job Models. Wage level table - Score Range	506.70	90%	458.73	12.07
13	Refer to:	506.70	100%	506.70	13.33

	Skills Matrix/Job Models. Wage level table - Score Range				
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### ALLOWANCES

Allowance	Amount
Shift Allowance (Ordinary hours worked outside 6.00am and 6.00pm)	15% loading on all ordinary hours worked.
Meal Allowance	\$ 9.10 per meal.

## SCHEDULE "B"

### SKILLS MATRIX /JOB MODELS

The Skills Matrix/Job Models document is a working document and may be reviewed to meet changes in the way work is done and/or the introduction of new or altered work processes, or Work Streams.

The "COMPETENCY STANDARDS" contained in the Skills Matrix/Job Model are a mixture of National Industry and Enterprise specific standards and represent the "UNITS" of skill (tasks) required to be undertaken by an employee within the nominated "WORK STREAM" to complete a "WHOLE JOB". A whole job is defined as a "JOB MODEL". A "Job Model" is structured to contain both core and task skills.

Each unit of skill 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 are documented using the computerised analysis software "SkillsMaster©" system.

What are Competency Standards?

Competency Standards are statements of outcomes indicating the knowledge and skill, and application of that knowledge and skill, to the standard of performance required in the workplace.

The process of defining and developing standards may be undertaken on an industry or enterprise basis.

There are four (4) components of a competency standard. They are:

Unit of competency

Element of competency

Performance criteria

Range of variables statement - this is used more in National standards where the performance criteria are more global in nature and where a range of equipment and operational environments are available.

The concept of competency includes all aspects of work performance, which is:

Performing at an acceptable level of skill

Organising one's tasks

Responding and reacting appropriately when things go wrong

Fulfilling a role in the scheme of things at work

Transfer of skill and knowledge to new situations.

Note: the process of confirming that a person has achieved competency is "Assessment".

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 and determines if an employee is competent or not competent.

Employees 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 process is to create a wage assessment model which rewards an employee according to the acquisition and utilisation of individual tasks relevant to the entire task required to complete a whole job with components directly related to performance and output (productivity).

### WINE PACKAGING/COLLATING

CORE SKILLS	Competent YES/NO	TASK SKILLS	Competent YES/NO	
CS27 - Understand Personal Health and Hygiene requirements of the job		WP15 - Set up for packaging and assembly		
CS13 - Using own workspace		WP08 - Use automatic tape machine		
CS12 - Contribute to Health and Safety of the Workplace		WP05 - Prepare cartons for despatch		
CS10 - Maintain Personal Health and Hygiene.		WP14 - Use forklift		
CS09 - Implement Emergency Procedures.		WP04 - Carry out wine packing		
CS05 - Making choices at work		WP10 - Complete packaging contracts		
CS04 - Staying on the Job.		WP07 - Package cartons using plastic wrap equipment		
CS03 - Work Co-operatively with others.		WP11 - Operate automatic shrink wrapper		
CS02 - Workplace Communication.		WP12 - Use air tools		
CS01 - Basic Communication Skills.		WO13 - Use power tools		
CS25 - Cleaning Tasks.		WP01 - Wine carton assembly.		
CS08 - Participate in a Team.		WP02 - Wine carton disassembly.		

CS07 - Follow an established schedule		WP03 - Wine packaging preparation		
CS14 - Respond to Enquiries		WP09 - Handle wine bottles		
CS16 - Basic workplace literacy.		WP08 - Basic handling of wine bottles		
CS15 - Basic workplace numeracy.		GP31 - Operate copying machine		
CS11 - Take responsibility for own work		GP28 - Collating and folding		
CS22 - Assist in training others at Work		GP29 - Use cordless drill		
CS19 - Plan and organise own work.		GP30 - Create paper pulp		
CS18 - Workplace literacy.		GP25 - Basic collating and folding		
CS17 - Workplace numeracy.		GP26 - Make paper bricks		
CS06 - Basic problem solving		GP27 - Assemble joiners and clamps		
CS20 - Plan and organise others' Work		GP01 - Basic cleaning		
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		TOTAL SCORE		
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**IRONING**

CORE SKILLS	Competent YES/NO	TASK SKILLS	Competent YES/NO	Ra
CS27 - Understand Personal Health and Hygiene requirements of the job		IR02 - Basic set up for ironing		
CS13 - Using own workspace		IR01 - Housekeeping and cleaning		
CS12 - Contribute to Health and Safety of the Workplace		IR03 - Ironing general		
CS10 - Maintain Personal Health and Hygiene		AD01 - Handle mail		
CS09 - Implement Emergency Procedures.		IR04 - Customer service		
CS05 - Making choices at work		IR05 - Ironing		
CS04 - Staying on the Job.		IR06 - Handling and storage		
CS03 - Work Co-operatively with others.		LA07 - Unload dryer		
CS02 - Workplace Communication.		LA06 - Operate dryer		
CS01 - Basic Communication Skills.		LA05 - Load dryer		
CS25 - Cleaning Tasks.		LA04 - Unload washing machine		
CS08 - Participate in a Team.		LA03 - Operate washing machine		



CS07 - Follow an established schedule		LA02 - Load washing machine		
CS14 - Respond to Enquiries		LA01 - Collect, receive and sort washing		
CS16 - Basic workplace literacy.		IR08 - Ironing advanced		
CS15 - Basic workplace numeracy.		IR09 - Fault finding		
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.				
		TOTAL SCORE		

## **SCHEDULE "C"**

### **WAGE ASSESSMENT TOOL**

In order to comply with legislative and the Department of Family and Community Services (FAC's) quality assurance requirements, and to improve wage outcomes for supported employees the following model for wage determination and assessment has been developed having regard to the disability services 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.

Competency, performance and productivity assessment are completed for each employee with a disability and a percentage of the award wage is determined based on those results.

How does the Assessment Tool operate?

Each employee is assessed according to their ability to undertake the tasks contained in the Skills Matrix/Job Model relevant to the employees Work Stream.

There are two stages of the assessment process:

1. Competency Assessment - Assessment of an employees' ability to undertake each task within the Skills Matrix/Job Model. The outcome of the assessment will determine if the employee is competent or not competent to perform the assessed task. This process is called a skills audit.
2. Performance and Output Assessment - Assessment is made of an employees' performance and output against pre-determined criteria established by the organisation having regard to the performance and output of a non disabled employee covered by an award and doing similar work. Such criteria, is benchmarked against the performance and output of a group of disabled employees with similar skills and undertaking similar tasks.

When an employee has been assessed as competent (refer to (1) above) a further assessment is undertaken (refer to (2) above) to establish the level of performance and output of the employee.

To establish the level of performance and output "Table (1) Assessment Guide" is used with the employee being rated against only those tasks determined by the competency assessment, as establishing competence of the employee.

The assessment categorises employees into ratings of performance which attracts a performance score between, "Excellent" score (6) to "Not Competent" score (0). The performance rating is applied to each "Task Skill" contained in the Skills Matrix/Job Model.

Each rating has a corresponding score which is applied to each of all the tasks the employee has been determined as being competent. All the scores for each task are totalled and compared to "Table (2) Wage Level Table" with the employee being placed at the appropriate wage level relevant to the employees score range.

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

### Transitional Arrangements

Employees prior to formal assessment being conducted will be placed into the most appropriate transitional level pending the outcome of the assessment. The employees' transitional level will be determined taking into consideration the employees' current wage against the wage levels contained in SCHEDULE "A" Wage Structure Pro-rata Award Based Wages.

The assessment should be conducted during the first six months of the introduction of the system.

**Table 1**

ASSESSMENT GUIDE		
Assessment Criteria	Ratings	Score
Employee can set up a job or perform the task with minimum supervision to a very high standard with output at the same or above the average level of a non-disabled employee. Generally an employee achieving this level would be performing at the same level as a non-disabled employee and able to work from simple specifications, carry out routine maintenance of plant and equipment and use all plant, equipment and hand tools necessary to complete the task.	E = Excellent	6
Employee can set up a job or perform the task with minimum supervision to a very high standard following training. The employee has well above average levels of output.	VG = Very Good	5
Employee can use required plant, equipment and hand tools or perform required tasks under minimum supervision following training. The employee has above average levels of output. Plant and equipment would be set up by a support worker	G = Good	4
Employee can use required plant equipment and hand tools with supervision or can perform the required task consistently with supervision and irregular frequency of training. The employee is achieving average levels of output and minor behavioural problems.	F = Fair	3
Employee can use required plant, equipment and hand tools with supervision, or can perform the required task consistently with supervision and medium frequency of training. The employee achieves below average levels of output and behavioural problems.	P = Poor	2
Employee can use required plant, equipment and hand tools with high level of supervision or can perform required task consistently with high level of supervision and regular frequency of training. The employee has very low levels of	VP = Very Poor	1

output and behavioural problems effecting performance.		
Employee has not been trained or is unable too, or cannot carry out the required task consistently without high levels of supervision and frequent training. The employee has no measurable levels of output and has severe behavioural problems.	X = Not Competent	0

**Table (2) Example**

**WAGE LEVEL TABLE**

Skill Level	Score Range	% Of AWARD RATE
Entry Level (Minimum payment to an employee)	1 - 8	5%
Level 1	9 - 13	10%
Level 2	14 - 17	15%
Level 3	18 - 22	20%
Level 4	23 - 26	25%
Level 5	27 - 31	30%
Level 6	32 - 35	35%
Level 7	36 - 44	40%
Level 8	45 - 53	50%
Level 9	54 - 62	60%
Level 10	63 - 71	70%
Level 11	72 - 80	80%
Level 12	81 - 89	90%
Level 13	90	100%

The score ranges contained in the above table are those determined for a "Job Model" containing fifteen (15) assessable tasks. If there is a change to the number of tasks contained in each assessed "Job Model" the table is re-calibrated using the following formula.

Each level of the tables score range is established by multiplying the percentage of the Award Rate by the total number of score point available. The total number of score points available is established by multiplying the maximum number of score points available per task being six (6) by the number of assessable tasks contained in the "Job Model" to be assessed.

**Example:**

If the "Job Model" being assessed contained twenty (20) tasks the maximum score available to achieve a one hundred percent 100% of the award wage would be one hundred and twenty (120) points.

Therefore:

- Level 1 "Score Range" would be 12 - 17
- Level 2 "Score Range" would be 18 - 23
- Level 3 "Score Range" would be 24 - 29
- Level 4 "Score Range" would be 30 - 35
- Level 5 "Score Range" would be 36 - 41 etc

The percentage of the Award rate will always remain constant.

**ASSESSMENT IN A COMPETENCY-BASED SYSTEM**

Assessment in a competency-based system is the assessment of a person's competency (skill) against prescribed standards of performance. The key concepts are competency and assessment. Both competency and assessment have the standard meanings as those described by the National Training Board.

### **What is the definition of competency?**

Competency comprises the specification of knowledge and skill and the application of that knowledge and skill to the standard of performance required in employment. The concept of competency includes all aspects of work performance. This includes:

- Performance at an acceptable level of technical skill;
- Performance to an acceptable level of output (productivity);
- Organising one's tasks;
- Responding and reacting appropriately when things go wrong;
- Fulfilling a role in the scheme of things at work; and
- Transfer of skills and knowledge to new situations.

### **What is the definition of assessment?**

Assessment is the process of collecting evidence and making judgement on the extent and nature of progress towards the performance requirements set out in a standard or learning outcome. Assessment in a competency-based system is the process determining whether an employee meets the prescribed standard of performance, i.e. whether they demonstrate the competency level required at each level within the competency structure.

### **What is the definition of evidence?**

Evidence comprises a wide range of measurable aspects of performance. These include:

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

Evidence can be collected in many ways. Some evidence may be obtained through physical measurement of product, (productivity).

Evidence can be:

- Direct;
- Indirect or alternative; or
- Supplementary.

Direct evidence is observation of the actual performance of an employee carrying out normal work tasks.

Indirect or alternative evidence of performance is used in situations where the assessment of the performance of an employee carrying out actual workplace tasks either is not possible or is undesirable. E.g. Special projects simulation and proficiency tests.

Supplementary evidence of performance may be necessary to check that an employee can perform competently in various environments, unusual circumstances or in situations that only occur rarely and are difficult to simulate.

A combination of direct, indirect and supplementary forms of evidence will be used when making an assessment.

### **What is the definition of 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.

What is the Purpose of Assessment and of Assessment Systems?

Assessment is "the process of collecting evidence and making judgements on the nature and extent of progress towards the performance requirements set out in a standard, or a learning outcome, and, at the appropriate point, making the judgement as to whether competency has been achieved".

Assessments are conducted to:

Assist and support an employee's gaining of competency in the workplace by monitoring the quality of their work performance and the rate of progress towards the achievement of the competency standard.

Enable supervisors and training personnel to identify what skills or individual or a number of employees working in a related area holds competencies. This process will assist to identifying the education and training needs of an employee or group of employees with the objective of avoiding unnecessary training,

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

Confirmation of quality and level of performance.

Formal recognition of the employee's skills.

Placement within Levels Structure.

Readiness for progression to a higher level within the structure.

What is the role of the assessment system?

The role of the assessment system is to:

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

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

What is the role and responsibility of an assessor?

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. The results of assessments should be reviewed by the Organisation's Workplace Assessment Panel.

A mechanism must be in place to allow employees to appeal a decision of the Workplace Assessment Panel regarding the assessment or the assessment process.

Such appeal should be in accordance with Clause 7.1 What do employees do if they have a grievance or a dispute with the organisation or another employee?

#### **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.

#### **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 which is to:
  - (i) Provide, employment opportunities for people with a disability; and
  - (ii) Operate a commercially viable business.