

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/7

TITLE: Mars Inc. Workplace Agreement 2007

I.R.C. NO: IRC8/278

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Mars Inc. located at Gladesville NSW 2111, who fall within the coverage of the Restaurants, &c., Employees (State) Award, Miscellaneous Gardeners, &c. (State) Award, Nurseries Employees (State) Award, Miscellaneous Workers' - General Services (State) Award, and Transport Industry - Mixed Enterprises Interim (State) Award

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MARS INC. WORKPLACE AGREEMENT 2007

A. PREAMBLE

MARS Inc. is a non-profit organisation administered by a Board of Directors and run by the staff of the CREATE Team of Ryde Community Mental Health. The aim of the organisation is to give people with a Psychiatric disability, the opportunity to live and work in a community that respects and accepts them as individuals and equals. The objectives of the organisation are to:

- ***Promote the needs, rights, interests and welfare of people with disabilities and their families, carers or guardians;***
- ***Ensure that people with disabilities are treated in a manner which respects their privacy, promotes their dignity and independence and enhances self-respect.***
- ***Promote 'integration' of people with disabilities by providing opportunities for them to participate in the life of the community.***
- ***Guide clients towards maximising independence by promoting and supporting on-going opportunities for them to develop and maintain self esteem, confidence and independent living skills.***
- ***Ensure that all clients are given the opportunity to have advocacy support to assist them to make informed decisions.***
- ***Enable the provisions of a service which respects the cultural and linguistic background of individuals, their families, carers or guardians; and***
- ***Provide employment opportunities.***

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

- ◆ vocationally-related training
- ◆ work experience
- ◆ job modification
- ◆ assistance with progression to other employment.

The primary relationship that exists between MARS Inc. and its employees extends beyond that which is generally expected in an employer-employee relationship.

It is further acknowledged that this primary relationship has a direct impact on the operational costs of the service, the terms and conditions of employment and wage rates paid to employees.

This Agreement has been developed with a view to achieving the objectives of the organisation.

MARS INC. WORKPLACE AGREEMENT 2007

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

This Agreement through its skills structure, training and support content, promotes community acceptance and recognition of the rights of employees and focuses on the abilities of employees not their disabilities.

B. DEFINITIONS AND GLOSSARY OF KEY TERMS

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| Agreement | MARS Inc. Workplace Agreement 2007. |
| Organisation | MARS Inc. |
| Employee(s) | All employees of the organisation employed in the Job Models (Classifications) contained in the agreement. |
| Employee with a disability | An employee with a disability is an employee who is eligible for or in receipt of a Disability Support Pension and employed by a “prescribed service” or “eligible organisation” as defined by the <u>Disability Service Act 1986 (as amended)</u> and operates a supported employment business enterprise which employs able-bodied workers and people with a disability in either a workshop, administration, enclave, work crews, small business enterprise, day program activities or other services operated by the organisation. |
| Casual employee | An employee who is paid as such and engaged by the hour. |
| Remuneration | The minimum rates of pay for employees covered by the agreement. |
| Ordinary Hours of Work | The hours of work excluding overtime worked by the employee. |
| Personal Leave | Leave that employees can take when they are sick or to care for ill or injured immediate family members. |
| Annual Leave | Leave that employees accumulate during the year as contained in the <u>Annual Holidays Act 1944</u> . |
| Annual or General Shut Down Periods | Periods where the organisation is shut and employees are required to take leave. |
| Compassionate Leave | Leave that an employee can take if a family member dies. |
| Public Holidays | Holidays gazetted as a public holidays throughout the State of New South Wales. |

MARS INC. WORKPLACE AGREEMENT 2007

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| Long Service Leave | Leave that employees accumulate while they are working. (See <u>Long Service Leave Act 1955</u>). |
| Special Leave | Leave approved by the organisation for a limited period either with or without pay. |
| Absent Without Leave | An employee absent without notifying the organisation. |
| Unsatisfactory work Performance | Failure to perform the requirements of a position at an acceptable standard or level of competence determined by the organisation. |
| Unsatisfactory conduct | Failure to observe the organisation's policies and procedures and code of conduct. |
| Serious Misconduct | Behaviour which justifies instant dismissal. |

C. NAME OF AGREEMENT

This Agreement shall be known as the "**MARS Inc. Workplace Agreement 2007**"

D. DOES THE AGREEMENT REPLACE AN AWARD?

The agreement replaces all awards that may have covered employees for the type of work and/or classifications contained in the agreement and rescinds all previous workplace agreements relating to the terms and conditions of employment, written, or by practice, whether certified, approved or by notice.

On balance, the terms and conditions contained in the agreement will be no less favourable than the terms and conditions the employees enjoyed prior to making the agreement.

E. ARE THE RIGHTS OF EMPLOYEES PROTECTED?

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

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

F. TABLE OF CONTENTS

This agreement is arranged as follows:

| Clause No. | Detail | Page No. |
|-------------------|---|-----------------|
| A. | Preamble | 1 |
| B. | Definitions and Glossary of Key Terms | 2 |
| C. | Name of Agreement | 4 |
| D. | Does the Agreement Replace an Award? | 4 |
| E. | Are the rights of Employees protected? | 4 |
| F. | Table of Contents | 5 |
| | | |
| PART 1 | GENERAL INFORMATION ABOUT THE AGREEMENT | |
| 1.1 | Purpose – Why do we need an agreement?..... | 8 |
| 1.2 | Communication - How is information about the agreement communicated to employees? | 9 |
| 1.3 | Duress – Was the agreement made under duress? | 9 |
| 1.4 | Parties Bound – Who is covered by the agreement? | 9 |
| 1.5 | Term of Agreement – When does the agreement start and finish? ... | 10 |
| 1.6 | No Extra Claims – Can employees make additional claims before the agreement finishes?..... | 10 |
| | | |
| PART 2 | TERMS AND CONDITIONS OF EMPLOYMENT | |
| 2.1 | Terms of Engagement – What will the organisation give employees when they start work? | 11 |
| 2.2 | Engagement – How will employees be employed? | 11 |
| 2.3 | Probation – Is there a probation period? | 12 |
| 2.4 | Termination of Employment – Can an employee be terminated?.. | 12 |
| 2.5 | Managing Challenging Behaviour – How does the organisation manage challenging behaviour in the workplace?..... | 12 |
| 2.6 | Summary Dismissal – Can an employee be instantly dismissed?... | 13 |
| 2.7 | Performance of Work – What work do employees have to perform? | 13 |
| | | |
| PART 3 | SKILL DEVELOPMENT, EDUCATION AND TRAINING | |
| 3.1 | Levels Structure – How is an employee classified? | 14 |
| 3.2 | Job Model – What is a “Job Model”? | 14 |
| 3.3 | Skills Matrix – What is a “Skills Matrix”? | 14 |
| 3.4 | Skills Assessment – How are employees skills assessed against the “Job Model”? | 14 |
| 3.5 | Skills Development – How do employees develop their skills? | 14 |
| 3.6 | Employee Induction – Does the organisation provide induction training? | 15 |
| 3.7 | Career Planning – Will the organisation develop a career plan for employees? | 15 |
| 3.8 | Training – Do employees have to undertake training? | 16 |
| 3.9 | Employee Advancement – How does an employee advance to a higher “Wage Level”? | 16 |
| 3.10 | Adjustment to a Lower Wage Level – Can an employee be | |

MARS INC. WORKPLACE AGREEMENT 2007

| | | |
|--------|---|----|
| 3.11 | adjusted to a lower "Wage Level"? | 17 |
| | Performance Review – Will the organisation review an employee's performance? | 17 |
| PART 4 | WAGES AND ALLOWANCES | |
| 4.1 | Remuneration – What wages are employees paid? | 18 |
| 4.2 | Wage Determination – Is an employees pay based on how much work they do? | 18 |
| 4.3 | Wage Increases – Do employees get wage increases before the agreement finishes? | 19 |
| 4.4 | Payment of Wages – How does the organisation pay wages?..... | 19 |
| 4.5 | Allowances – Are employees paid additional allowances? | 19 |
| 4.6 | Additional Payments – Can the organisation make additional payments and benefits? | 19 |
| PART 5 | HOURS OF WORK | |
| 5.1 | Hours of Work – When and what times do employees have to work?. | 21 |
| 5.2 | Overtime – Do employees get extra pay if they work overtime? | 21 |
| 5.3 | Meal Breaks – Are employees paid for meal breaks? | 22 |
| 5.4 | Changes to Hours of Work – Can the organisation change the times employees work? | 22 |
| PART 6 | LEAVE ENTITLEMENTS | |
| 6.1 | Annual Leave – Are employees entitled to Annual Leave? | 23 |
| 6.2 | Long Service Leave – Are employees entitled to long service leave? | 23 |
| 6.3 | Public Holidays – Do employees get paid on a public holiday? | 23 |
| 6.4 | Parental Leave – Are employees entitled to parental leave? | 23 |
| 6.5 | Leave Without Pay – Are employees entitled to leave without pay? . | 23 |
| PART 7 | ORGANISATION POLICY AND PROCEDURES | |
| 7.1 | Grievance and Disputes Procedure – What do employees do if they have a grievance or dispute with the organisation or another employee? | 24 |
| 7.2 | Disciplinary Procedure – What does the organisation do if an employee does something wrong? | 25 |
| 7.3 | Policies and Procedures – Do employees have to follow the organisations policies and code of conduct? | 29 |
| PART 8 | OCCUPATIONAL HEALTH AND SAFETY | |
| 8.1 | Workplace Safety – Does the organisation have to provide a safe workplace? | 30 |
| 8.2 | Personal Protective Equipment – Do employees receive protective clothing and safety equipment for work? | 31 |
| 8.3 | Workers Compensation – What happens if an employee is injured at work? | 31 |
| 8.4 | First Aid – Does the organisation provide first aid facilities? | 31 |

MARS INC. WORKPLACE AGREEMENT 2007

| | | |
|---------------------|--|----|
| 8.5 | Tools and Equipment – Can an employee use hand or power tools at work? | 32 |
| PART 9 | MISCELLANEOUS | |
| 9.1 | Superannuation – Are employees entitled to receive superannuation? | 33 |
| 9.2 | Anti-discrimination – Will the organisation protect employees from discrimination? | 33 |
| 9.3 | Harassment – Will the organisation protect employees from harassment at the workplace?..... | 33 |
| PART 10 | SIGNING THE AGREEMENT | 34 |
| SCHEDULE “A” | Wage Structure/Pro-rata Award Based Wage..... | 37 |
| SCHEDULE “B” | Skills Matrix/Job Models | 41 |
| SCHEDULE “C” | Wage Assessment Tool – SkillsMaster© | 48 |

PART 1 – GENERAL INFORMATION ABOUT THE AGREEMENT

1.1 PURPOSE – Why do we need an agreement?

The purpose of this agreement is to formalise and consolidate the terms and conditions of employment already enjoyed by employees into one complete document. Those terms and conditions have been in place and accepted by the employees and MARS Inc. for many years. Furthermore, the intention is to ensure that, no employee will be disadvantaged by the making of this agreement.

The Agreement has been developed through a process of consultation and reflects a commitment to developing a multi-skilled work force and achieving a flexible and more competitive enterprise.

The objective is to create an environment, which will encourage and support a skilled and committed work force where participation and development of employee's skills will be a priority for the betterment of the individual and the business.

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

The Agreement aims to further the objective of the MARS Inc. which is to:

“Provide training and access to employment for persons with a psychiatric disability”.

In doing so MARS Inc. endeavours to:

- (i) work co-operatively with the community, agencies and government in developing and implementing planning, strategies, management and project based activity.
- (ii) enhance the quality of employment of all its employees.

In the Agreement these aims will be strengthened by:

- (i) developing a team approach to all activities which will enable any employee to perform where required any task for which that employee is suitably trained.
- (ii) developing a workplace culture, characterised by structures, in which quality management responsibilities are shared by all employees and in which multi-skilling and continuous skills development, together with the sharing of broad common goals among employees and management, are features of the workplace.
- (iii) developing structures and procedures which reflect the principles of employee consultation and participation by employees in decision-making processes.

1.2 COMMUNICATION – How is information about the agreement communicated to employees?

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

Information will be dispersed through the use of any combination of the following;

- (a) Meetings
- (b) Management reports
- (c) Newsletters, posters, notice boards, display and audio/visual material
- (d) Literature in appropriate formats
- (e) Plain English written and verbal material

Where it is stated in the agreement that consultation, discussions or any form of communication between MARS Inc. and the employee(s) is to occur, it is agreed that the employee(s) has the choice to have their parent/guardian, advocate and/or an employee representative in attendance to assist them to understand and appreciate the full significance of discussions and to make informed decisions and choices.

Training opportunities for employees will be sought to facilitate independence in making decisions and choices.

1.3 DURESS – Was the agreement made under duress?

The parties agree that the agreement was not entered into under duress and is in the interest of all the parties bound.

Special arrangements have been made to ensure people with disabilities have been adequately consulted and informed as to the content of the agreement and the implications the terms and conditions contained in the agreement will have on their employment.

1.4 PARTIES BOUND – Who is covered by the agreement?

This Agreement shall be binding upon:

- (a) MARS Inc. (hereafter referred to as "**the Organisation**") of Old Gladesville Hospital, GLADESVILLE NSW 2111 in respect of employees covered by this Agreement and employed at various locations for which the organisation has a facility to operate; and
- (b) The employees of the organisation with psychiatric disabilities (hereafter referred to as "**the employees**") who are eligible for, or in receipt of a Disability Support Pension and engaged in the classifications specified in *Clause 3.1 Levels Structure – How is an employee classified.*

1.5 TERM OF AGREEMENT – When does the agreement start and finish?

The agreement shall start from the date of approval and shall remain in force for a period of three (3) years. Three month prior to expiry of this agreement, the employees and management of the organisation shall commence negotiation for the renewal of the Agreement.

1.6 NO EXTRA CLAIMS – Can employees make additional claims before the agreement finishes?

No extra claims, including wage or allowance increases, shall be claimed or granted, other than those contained or provided herein for the duration of this Agreement.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 TERMS OF ENGAGEMENT – What will the organisation give employees when they start work?

Upon engagement the organisation shall provide each new employee (and/or their parent, guardian or advocate) with written “Terms of Engagement” letter which shall specify the following information:

- (i) accountabilities, functions and responsibilities
frequency and type of employee appraisal
terms and conditions of service including the provisions of this Agreement.
- (ii) a job description, which is a summary of the duties of the position, including a signed statement that the employee acknowledges and understands the provisions of the terms of engagement and will carry out other duties as required by the organisation.
- (iii) commencement date and general terms and conditions including;
 - employee's regular hours of work
 - employee's classification within the Levels Structure
 - employee's rate of pay.
- (iv) information about the Workplace Agreement.

Time will be made available for the employee(s) to read the Agreement prior to commencement. The employee's parent/guardian, advocate or representative will be requested to assist those employees unable to understand its content.

- (v) any other information including the organisation Policies and Procedures and the Employee Handbook.

2.2 ENGAGEMENT – How will employees be employed?

Casual Employees

Experience has shown, a casual workforce best meets the needs of the organisation and the employees. The fluctuations in the mental health of some employees' means, that a casual pool is necessary to accommodate the regular absences due to illness.

All employees shall be engaged as Casuals. A casual employee shall mean an employee who is paid as such and engaged by the hour.

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 |

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 PROBATION – Is there a probationary period?

A probationary period of three months will apply to all new employees. During this period, the employee's performance will be monitored, with the employee, being advised regularly of their performance outcomes. Following the probation period the employee shall be advised in writing as to the continuation of employment, such continuation being dependent on the employee obtaining an acceptable standard of performance.

2.4 TERMINATION OF EMPLOYMENT – Can an employee be terminated?

The organisation shall have the right to terminate an employee for “Poor Work Performance”, “Misconduct” or “Serious Misconduct”. As all employees are engaged as casuals the organisation is required to give an employee one hour's notice of termination.

2.5 MANAGING CHALLENGING BEHAVIOUR - How does the organisation manage challenging behaviour in the workplace?

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

Such suspension shall be regarded as appropriate for the protection of the individual, the safety of other persons and/or the protection of the commercial trading reputation of the organisation.

Every effort shall be made to ensure that 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 or representative, but in general shall not exceed two (2) weeks in duration.

2.6 SUMMARY DISMISSAL – Can an employee be instantly dismissed?

Notwithstanding the provisions of *Sub-clauses 2.3 and 2.4*, the organisation shall have the right to dismiss any employee without notice for serious misconduct which justifies instant dismissal, (*see Clause 7.2 Disciplinary Policy and Procedures*), in which case the employee shall be paid up to the time of dismissal only.

2.7 PERFORMANCE OF WORK – What work do employees have to perform?

Employees shall perform all reasonable work within their skill and competence, including work, which may be peripheral and or incidental to their main task or function. Further, it is agreed that there will be no demarcations other than those arising from individual levels of skill, competence and training.

PART 3 - SKILL DEVELOPMENT, EDUCATION AND TRAINING

3.1 LEVELS STRUCTURE – How is an employee classified?

In this agreement an employees'- classification is referred to as a "Job Model".

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

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

3.2 JOB MODEL - What is a job model?

A "Job Model" contains all the indicative tasks (shown as "Units of Skill") relevant to the type of work being performed by an employee at an identified performance level within a Work Stream.

3.3 SKILLS MATRIX - What is a skills matrix?

A Skills Matrix 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 consistent with indicative tasks required to be performed by an employee covered by an industry award relevant to the type of work performed are grouped together to construct a "**Job Model**".

Employees with a disability are assessed against the "Job Model" relating to the type of work they perform.

3.4 SKILLS ASSESSMENT - How are employees skills assessed against the job model?

Employees are assessed against the skills contained in **SCHEDULE "B" Skills Matrix** 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 SKILLS DEVELOPMENT – 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 within the organisation;
- (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.

Every employee will be given the opportunity to undertake training, subject to:

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

The Organisation will endeavour to provide employees with career opportunities linked to their ability to obtain and maintain the required levels of skill in line with the Job Models. Training and assessment programs will be structured to meet all current legislative and Australia's National Strategy for vocational education and training.

3.6 INDUCTION TRAINING – Does the organisation provide induction training?

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

General Induction

- ◆ Initial Work Instructions
- ◆ Employee Handbook
- ◆ 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 CAREER PLANNING - Will the employer develop a career plan for employees?

The organisation will develop a performance review process (IPP) for each employee. Individual Program Plans (IPP's) shall be used to identify employee development and education needs. The plans will consider such issues as employee needs, choices and

expectations, objectives of the organisation and quality assurance and be used to identify employee development and training needs. assurance.

3.8 TRAINING - Will an employee be paid for training?

Where the organisation determines that an employee shall undertake additional training the employee shall undertake such training. The organisation shall endeavor to schedule training to meet the needs of the employees.

The payment of costs associated with the training of employees, including the time undertaking training will be at the discretion of the organisation. Prior to undertaking such training the organisation shall provide the employee concerned with written approval and conditions for payment or non-payment of costs.

Special arrangements for the payment and/or part payment of costs associated with training may be agreed between the organisation and individual employees. Such arrangements shall be in writing.

If the approved training is conducted outside the employees' ordinary hours of work, the training and the time required, to travel to the training venue, if the venue is outside or greater than the distance the employee would travel to their normal work location, may be paid at the discretion of the organisation, but at single time only.

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

All other non-approved training will be without pay.

The provisions contained in this clause do not apply to employees employed under an Australian Traineeship System contract and attending training.

In addition to approved structured training employees will be provided with an opportunity to attend on-the-job training, in-service education, and continuing education programs, which are appropriate to their ability and work.

3.9 EMPLOYEE ADVANCEMENT - How does an employee progress to a higher "wage level"?

Assessment of an 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 levels.

Notwithstanding the provisions of this clause an 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 ADJUSTMENT TO A LOWER WAGE LEVEL - 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.

An employee may dispute an adjustment to a lower “Wage Level” by lodging 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 PERFORMANCE REVIEW - Will the organisation review an employees performance?

Periodic reviews of an employee's performance will be undertaken in accordance with the organisation’s policy.

Periodic reviews of an employees performance will be undertaken in accordance with the organisation’s policy and the requirements of the Commonwealth Department of Family and Community Services. Additional individual employee reviews may be conducted on a needs basis or where the organisation has identified the employees performance has changed.

PART 4 - WAGES AND ALLOWANCES

4.1 REMUNERATION – What wages are employees paid?

Will Employees receive less money?

No employee will be paid an hourly rate of pay less than the hourly rate of pay they were being paid before making this agreement.

How much money are employees paid?

Wages paid to employees are those 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 the level of wages paid to employees?

The organisation in consultation with individual employees will determine the wage level of each employee.

4.2 WAGE DETERMINATION - Is an employees pay based on how much work they do?

Employees’ wages are 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 employees 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 *Clause 3.9 How do employees progress to a higher "Wage Level"* and **SCHEDULE "C" Wage Assessment Tool**.

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 WAGE INCREASES - Do employees get pay increases before the agreement finishes?

During the life of the agreement the organisation will increase the minimum wage contained in **SCHEDULE "A" Wage Structure/Pro-rata Award Based Wages**, in accordance with any decision as determined and granted by the Australian Fair Pay Commission from time to time.

4.4 PAYMENT OF WAGES – How does the organisation pay wages?

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

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

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

4.5 ALLOWANCES - Are employees paid additional allowances?

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

4.6 ADDITIONAL PAYMENTS - Can the organisation make additional payments and benefits?

The organisation reserves the right at its sole discretion to make additional payments as considered appropriate to employees in addition to the benefits contained in this agreement.

Such payments may be linked to a performance/productivity incentive scheme or any other scheme or arrangement as agreed between the organisation and an individual employee or a group of the employees. Such arrangement must be in writing.

PART 5 - HOURS OF WORK

5.1 HOURS OF WORK - When and what times do employees have to work?

The organisation will promote the concept of co-operative working arrangements to meet the personal needs and family responsibility of employees. The provisions of this clause are designed to provide employees and the organisation with options to benefit both parties.

The hours, and days worked by employees will be determined by the organisation from time to time and shall take into consideration;

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

Will the organisation provide a roster of hours to be worked?

All employees will be provided with a work roster containing their rostered days and hours work. The roster shall be displayed at the work location.

The organisation may change the work roster at any time to meet operational needs provided the employee concerned is given reasonable notice of such change.

“In this agreement “Reasonable Notice” means what a reasonable person would expect, given the circumstances of the situation which may include:

- a) an emergency; or*
- b) an unexpected event; or*
- c) changes in operational needs and requirements; or*
- d) the ability of the organisation to provide work for the employee.”*

In most situations the organisation will give an employee at least twenty four (24) hours notice of such change.

An employee may request a change to the roster at any time. Such change shall be at the discretion of the organisation.

What are the hours of work?

The ordinary hours of work for employees covered by this agreement, excluding meal breaks shall be an average of thirty eight (38) per week, over a four week cycle of one hundred and fifty two (152) hours with no more than nine (9) ordinary hours worked on any one day.

What times do employees start and finish work?

The starting and finishing times of employees will be set by the organisation and conveyed to each employee on the work roster.

To meet operational needs employee(s) starting and finishing times may be altered by the organisation at the discretion of the organisation but only following consultation with the employee(s) concerned and/or their parents/guardians, carers, advocates or representative.

What are the spread of working hours?

The ordinary hours of work prescribed in this agreement may be worked on any of all of the days Monday to Friday between the hours of 6am and 6pm.

5.2 OVERTIME – Do employees get extra pay if they work overtime?

From time to time the organisation may require an employee to work a reasonable amount of overtime. The amount of overtime worked may vary according to work loads and organisation needs. The working of overtime shall be mutually agreed between the parties.

In the computation of overtime each day shall stand alone. For the purposes of this clause a day shall mean "from the commencement of one ordinary shift to the commencement of the next ordinary shift".

An employee shall not be required to work more than nine (9) hours in any one day or more than thirty-eight (38) hours in any one week without the payment of overtime.

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

For all work done outside ordinary hours the rate of pay shall be time and one half for the first two hours and double time thereafter. Such double time shall continue until the completion of the overtime work.

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

For all work done outside ordinary hours the rate of pay shall be double time. Such double time shall continue until the completion of the overtime work.

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

All time worked on public holidays shall be paid as overtime at the rate of double time and one half with a minimum payment of four hours. Such payment shall be in substitution for and not cumulative upon provisions of *Clause 6.6 Public Holidays* of this agreement.

5.3 MEAL BREAKS – Are employees paid for meal breaks?

Employees will take an unpaid, half hour meal break no less than three (3) hours and no greater than five (5) hours of commencing work each day. The time the break is taken is at the discretion of the organisation.

If an employee due to work commitments is required to work during the period a break is to be taken;

- (i) to monitor the situation at the workplace; and/or
- (ii) to deal with a pressing matter; and/or
- (iii) has a meal with the client during working hours

the employee shall be paid for the break at single time, and will be deemed to have taken an unpaid meal break. No additional time or penalty will be paid.

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 at single time and a meal allowance set out in "**SCHEDULE A**" *Wage Structure/Pro-rata Award Based Wage (Meal Allowance)*. If the organisation provides a suitable meal for the employee, no allowance is payable.

5.4 CHANGES TO "HOURS OF WORK" – Can the organisation change the times employees work?

The hours of work and the way in which work is scheduled may be changed in accordance with the provisions of this Agreement. Such agreement shall be in writing.

PART 6 – LEAVE ENTITLEMENTS

6.1 Annual Leave – Are employees entitled to Annual Leave?

See Annual Holidays Act, 1944.

Except where altered to grant additional leave privileges the Annual Holidays Act, 1944 New South Wales as amended, shall apply in all respects.

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 make application for special leave without pay during the closure or standing down periods. The organisation will normally close over the Christmas and New Year period.

6.2 LONG SERVICE LEAVE – Are employees entitled to Long Service Leave?

Long Service Leave shall be in accordance with the Long Service Leave Act, 1955 NSW as amended.

An application for long service leave shall be for a minimum period of four weeks unless the employee has less than four weeks entitlement whereas the full entitlement must be taken.

An employee wishing to take long service leave must give at least one (1) months notice of the intention to take such leave.

6.3 PUBLIC HOLIDAYS – What days are Public Holidays?

Public Holidays shall be those gazetted as a public holiday throughout the State of New South Wales. These holidays include: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday,, Labour Day, Christmas Day, Boxing Day and one additional day in substitution of the Union picnic day to be taken as determined by the organisation, or any holiday duly proclaimed and observed as a public holiday within the area in which the Organisation is situated.

6.4 PARENTAL LEAVE – Are employees entitled to parental leave?

Parental leave will be in accordance with Chapter 2, Part 4, Division 1, Parental Leave, of the New South Wales Industrial Relations Act 1996

6.5 LEAVE WITHOUT PAY – Are employees entitled to leave without pay?

Special leave for a limited time 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 GRIEVANCE AND DISPUTES PROCEDURE – 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 the 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 an independent mediator or 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/or 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, and if requested the employee's support person, and after consideration (48 hours maximum) provide a comprehensive answer to the employee. The issue or concern and the answer provided by the supervisor shall be recorded.

Stage two

In the event of the employee not being satisfied with the answer provided, the employee will advise their supervisor who will arrange a meeting with their Manager. (same procedure as Stage one paragraph 2). All relevant facts shall be clearly recorded.

Stage three

In the event that the matter is still not resolved it will be referred to the Chair of the Management Committee.

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

Stage four

If no negotiated settlement can be achieved and the process is exhausted without the dispute being resolved the parties shall jointly or individually refer the matter to an independent mediator or the New South Wales Industrial Relations Commission for assistance in resolving the dispute. At any meeting convened by the Commission the parties will use their best endeavours to resolve the matter by conciliation. If the matter cannot be settled by conciliation the parties agree to have the matter arbitrated.

7.2 DISCIPLINARY PROCEDURE – 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. (*Generally referred to as the 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.

At all stages of the process, an employee has the right to have a support person or an advocate of their choice present.

The organisation reserves the right to commence disciplinary action at any stage of the process depending on the severity of the misdemeanour.

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, serious breach of OH&S policy and procedures, breach of confidentiality, 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 the employee's support person, if requested 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 if appropriate set a date for review.
- (d) Warn the employee that failure to improve will result in further disciplinary action being taken.

MARS INC. WORKPLACE AGREEMENT 2007

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 (where 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 the employee's support person, if requested, should:

- (a) Restate the unsatisfactory work performance or conduct identified.
- (b) Restate the agreed corrective actions identified at the previous session including (where appropriate) establishing a date for review.
- (c) Give the employee an opportunity to defend themselves 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 they are to be issued with a first written warning.
- (e) Agree on specific action to be taken to remedy the problem and (where appropriate) set a date for review.
- (f) Warn the employee that failure to improve will result in further disciplinary action being taken, which could ultimately lead to dismissal.

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

Step 3: Final Written Warning

If by the review date (where established) at 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 the employee's support person, if requested, should:

- (a) Again restate the unsatisfactory work performance or conduct identified and refer to previous interview sessions including the agreed corrective actions and (where established) the review dates set.

MARS INC. WORKPLACE AGREEMENT 2007

- (b) Give the employee an opportunity to defend themselves 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 they are to be issued a final written warning.
- (d) Agree on specific action to be taken to remedy the problem and if appropriate, 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 Chief Executive Officer 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 their 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 Chief Executive Officer, 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 themselves.

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 a support person of their choice present.

Serious Misconduct

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

Step 1

If the Chief Executive Officer considers that in the interest of the organisation and/or to protect the safety and wellbeing of other employees, the employee whom an allegation of serious misconduct has been made against should be removed from the workplace while the procedure is being followed the employee shall be suspended with pay until a decision has been made regarding the employees future.

Step 2

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 3

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

Step 4

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

Step 5

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 POLICY AND PROCEDURES – 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.

PART 8 - OCCUPATIONAL HEALTH AND SAFETY

8.1 WORKPLACE SAFETY – Does the organisation have to provide a safe workplace?

The parties to this Agreement agree to recognise the importance of safe working practices. To maintain a safe place of work and to encourage continued improvement in safe systems of work, policy and procedures will be established by the organisation through consultation with employees for the health and safety at work of all employees and visitors.

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

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 themselves or 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.

MARS INC. WORKPLACE AGREEMENT 2007

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 PERSONAL PROTECTIVE EQUIPMENT – 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 2000 or associated regulations or organisational policy.

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

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

Employees must wear closed footwear when working in all employment environments.

8.3 WORKERS COMPENSATION – 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 and the Workers Compensation Act 1987.

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.

Where required 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 appropriate and practicable, to all employees who sustain injury or illness at work and thereby assist them to return to full and gainful employment.

8.4 FIRST AID – 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, Regulation No. 211, which shall be available to employees and, where practicable a trained first aid person for each work location shall be available to employees. An employee appointed by the organisation as "First Aid Officer" shall be paid an allowance contained in **SCHEDULE "A" Wage Structure/Pro Rata Award Based Wages**.

8.5 TOOLS AND EQUIPMENT – 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 their 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/or other equipment.

PART 9 - MISCELLANEOUS

9.1 SUPERANNUATION – 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 employees.

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

9.2 ANTI-DISCRIMINATION – Will the organisation protect an employee from discrimination?

It is the intent of the organisation to help prevent and eliminate discrimination in the workplace on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin. To this extent the organisation will not tolerate any form of discrimination in the workplace.

9.3 HARASSMENT - Will the organisation protect an employee from harassment at the workplace?

Bullying and sexual harassment, (ie the unwelcome offensive conduct of a sexual nature) that has or could have a detrimental effect on the conditions of an individual's employment, performance or opportunities will not be tolerated.

Employees subjecting any other employee, customer or contractor to discrimination practices or harassment will be subject to *Clause 7.2 Disciplinary Procedure – What does the organisation do if an employee does something wrong?* which may lead to termination of employment.

MARS INC. WORKPLACE AGREEMENT 2007

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SCHEDULE "A"

WAGE STRUCTURE/ PRO-RATA AWARD BASED WAGE

Wages and Pro-rata Award Based Wages for employees covered by 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, formal qualifications, tasks related competencies (**Task Skills**), work associated competencies (**Core Skills**) and performance.

When determining a Pro-rata Award Wage for employees it is important to compare the skill or indicative tasks required to be undertaken by an employee covered by an 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 and the measure of performance that would not be required of an employee in an open employment environment. That additional support and performance measures include:

- Consistency in the completion of the task
- Level of supervision to complete the task
- Frequency of training to remain competent
- Levels of output (individual measured productivity)
- Behaviour management

The Pro-rata Award Based Wage Structure in this agreement is the approved Wage Assessment Tool (SkillsMaster©) and 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*)

MARS INC. WORKPLACE AGREEMENT 2007

The three step process enables effective goals for all participants to be set in conjunction with the Individual Performance Plan (IPP) process and facilitates clear career paths available and identifies training deficiencies and needs for all employees.

PRO RATA AWARD BASED WAGES (SkillsMaster©)

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: Australian Fair Pay Commission Minimum Wage x performance percentage = Agreement Pro-rata Award Weekly Rate)

Wage Schedule

The wage rates contained in the Wage Schedule refer to those employees employed in positions subject to the Skills Matrix/Job Models for Supported Employees – Work Streams (Lawn and Garden Maintenance), (Nursery), (Restaurant), (Cleaning), and (Transport).

| Wage Level | Skill Level Competencies Required | AFPC Minimum Wage \$ | Performance % of AFPC Rate \$ | Pro-rata Weekly Rate \$ | Hourly Rate \$ | Casual Hourly Rate \$ |
|-------------------|--|----------------------|-------------------------------|-------------------------|----------------|-----------------------|
| 1 Entry Level. | <i>New Starter or High Support Needs)</i> An employee at this level is generally considered to be undertaking work experience while being assessed as to the suitability of employment. Refer to: Wage level table - Score Range | 522.12 | 5% minimum payment | 26.11 | 0.69 | 0.85 |
| 2 | Refer to: Wage level table - Score Range | 522.12 | 10% | 52.21 | 1.37 | 1.69 |
| 3 | Refer to: Wage level table - Score Range | 522.12 | 15% | 78.32 | 2.06 | 2.54 |
| 4 | Refer to: Wage level table - Score Range | 522.12 | 20% | 104.24 | 2.74 | 3.38 |
| 5 | Refer to: Wage level table - Score Range | 522.12 | 25% | 130.53 | 3.44 | 4.24 |
| 6 | Refer to: Wage level table - Score Range | 522.12 | 30% | 156.64 | 4.12 | 5.08 |
| 7 | Refer to: Wage level table - Score Range | 522.12 | 35% | 182.74 | 4.81 | 5.93 |
| 8 | Refer to: Wage level table - Score Range | 522.12 | 40% | 208.84 | 5.50 | 6.78 |
| 9 | Refer to: Wage level table - Score Range | 522.12 | 50% | 261.06 | 6.87 | 8.47 |
| 10 | Refer to: Wage level table - Score Range | 522.12 | 60% | 313.27 | 8.24 | 10.17 |
| 11 | Refer to: Wage level table - Score Range | 522.12 | 70% | 365.48 | 9.62 | 11.86 |
| 12 | Refer to: Wage level table - Score Range | 522.12 | 80% | 417.70 | 10.99 | 13.56 |
| 13 | Refer to: Wage level table - Score Range | 522.12 | 90% | 469.91 | 12.37 | 15.25 |
| 14 | Refer to: Wage level table - Score Range | 522.12 | 100% | 522.12 | 13.74 | 16.95 |

ALLOWANCES

| ALLOWANCE | AMOUNT |
|--|--|
| Meal Allowance | \$ 10.05 per meal. |
| Motor Vehicle Allowance – Is paid where an employee is authorised by the organisation and required to use their private motor vehicle on a casual or incidental basis for organisational business. | Minimum of \$ 0.66 cents per kilo. Travelled or the amount allowed by the Australian Taxation Office (kilometre method) for each kilometre so travelled. |
| First Aid Allowance | \$ 0.32 per hour. |

SCHEDULE “B”

SKILLS MATRIX/JOB MODELS

The Skills Matrix 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 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.

MARS INC. WORKPLACE AGREEMENT 2007

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 during the life of the agreement 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).

SKILLS MATRIX/JOB MODELS

WORK STREAMS

LAWN AND GARDEN MAINTENANCE

| CORE SKILLS | TASK SKILLS |
|---|--------------------|
| CS27 – Understand Personal Health and Hygiene requirements of the job | To be developed |
| CS13 – Using own workspace. | |
| CS12 – Contribute to Health and Safety of the Workplace | |
| CS10 – Maintain Personal Health and Hygiene. | |
| CS09 – Implement Emergency Procedures. | |
| CS05 – Making choices at work | |
| CS04 – Staying on the Job. | |
| CS03 – Work Co-operatively with others. | |
| CS02 – Workplace Communication. | |
| CS01 – Basic Communication Skills. | |
| CS25 – Cleaning Tasks. | |
| CS08 – Participate in a Team. | |
| CS07 – Follow an established schedule | |
| CS14 – Respond to Enquiries | |
| CS16 – Basic workplace literacy. | |
| CS15 – Basic workplace numeracy. | |
| CS11 – Take responsibility for own work | |
| CS22 – Assist in training others at Work | |
| CS19 – Plan and organise own work. | |
| CS18 – Workplace literacy. | |
| CS17 – Workplace numeracy. | |
| CS06 – Basic problem solving | |
| CS20 – Plan and organise others' Work | |
| CS28 – Contribute to Quality Control. | |
| CS26 – Participate in a team to achieve given tasks. | |
| CS24 – Co-ordinate work of others | |
| CS23 – Supervise the work of others | |
| CS21 – Participate in allocation of team tasks. | |

MARS INC. WORKPLACE AGREEMENT 2007

RESTAURANT

| CORE SKILLS | TASK SKILLS |
|---|-----------------|
| CS27 – Understand Personal Health and Hygiene requirements of the job | To be developed |
| CS13 – Using own workspace. | |
| CS12 – Contribute to Health and Safety of the Workplace | |
| CS10 – Maintain Personal Health and Hygiene. | |
| CS09 – Implement Emergency Procedures. | |
| CS05 – Making choices at work | |
| CS04 – Staying on the Job. | |
| CS03 – Work Co-operatively with others. | |
| CS02 – Workplace Communication. | |
| CS01 – Basic Communication Skills. | |
| CS25 – Cleaning Tasks. | |
| CS08 – Participate in a Team. | |
| CS07 – Follow an established schedule | |
| CS14 – Respond to Enquiries | |
| CS16 – Basic workplace literacy. | |
| CS15 – Basic workplace numeracy. | |
| CS11 – Take responsibility for own work | |
| CS22 – Assist in training others at Work | |
| CS19 – Plan and organise own work. | |
| CS18 – Workplace literacy. | |
| CS17 – Workplace numeracy. | |
| CS06 – Basic problem solving | |
| CS20 – Plan and organise others' Work | |
| CS28 – Contribute to Quality Control. | |
| CS26 – Participate in a team to achieve given tasks. | |
| CS24 – Co-ordinate work of others | |
| CS23 – Supervise the work of others | |
| CS21 – Participate in allocation of team tasks. | |
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MARS INC. WORKPLACE AGREEMENT 2007

NURSERY

| CORE SKILLS | TASK SKILLS |
|---|-----------------|
| CS27 – Understand Personal Health and Hygiene requirements of the job | To be developed |
| CS13 – Using own workspace. | |
| CS12 – Contribute to Health and Safety of the Workplace | |
| CS10 – Maintain Personal Health and Hygiene. | |
| CS09 – Implement Emergency Procedures. | |
| CS05 – Making choices at work | |
| CS04 – Staying on the Job. | |
| CS03 – Work Co-operatively with others. | |
| CS02 – Workplace Communication. | |
| CS01 – Basic Communication Skills. | |
| CS25 – Cleaning Tasks. | |
| CS08 – Participate in a Team. | |
| CS07 – Follow an established schedule | |
| CS14 – Respond to Enquiries | |
| CS16 – Basic workplace literacy. | |
| CS15 – Basic workplace numeracy. | |
| CS11 – Take responsibility for own work | |
| CS22 – Assist in training others at Work | |
| CS19 – Plan and organise own work. | |
| CS18 – Workplace literacy. | |
| CS17 – Workplace numeracy. | |
| CS06 – Basic problem solving | |
| CS20 – Plan and organise others' Work | |
| CS28 – Contribute to Quality Control. | |
| CS26 – Participate in a team to achieve given tasks. | |
| CS24 – Co-ordinate work of others | |
| CS23 – Supervise the work of others | |
| CS21 – Participate in allocation of team tasks. | |
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CLEANING

| CORE SKILLS | TASK SKILLS |
|---|-----------------|
| CS27 – Understand Personal Health and Hygiene requirements of the job | To be developed |
| CS13 – Using own workspace. | |
| CS12 – Contribute to Health and Safety of the Workplace | |
| CS10 – Maintain Personal Health and Hygiene. | |
| CS09 – Implement Emergency Procedures. | |
| CS05 – Making choices at work | |
| CS04 – Staying on the Job. | |
| CS03 – Work Co-operatively with others. | |
| CS02 – Workplace Communication. | |
| CS01 – Basic Communication Skills. | |
| CS25 – Cleaning Tasks. | |
| CS08 – Participate in a Team. | |
| CS07 – Follow an established schedule | |
| CS14 – Respond to Enquiries | |
| CS16 – Basic workplace literacy. | |
| CS15 – Basic workplace numeracy. | |
| CS11 – Take responsibility for own work | |
| CS22 – Assist in training others at Work | |
| CS19 – Plan and organise own work. | |
| CS18 – Workplace literacy. | |
| CS17 – Workplace numeracy. | |
| CS06 – Basic problem solving | |
| CS20 – Plan and organise others' Work | |
| CS28 – Contribute to Quality Control. | |
| CS26 – Participate in a team to achieve given tasks. | |
| CS24 – Co-ordinate work of others | |
| CS23 – Supervise the work of others | |
| CS21 – Participate in allocation of team tasks. | |
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MARS INC. WORKPLACE AGREEMENT 2007

TRANSPORT

| CORE SKILLS | TASK SKILLS |
|---|-----------------|
| CS27 – Understand Personal Health and Hygiene requirements of the job | To be developed |
| CS13 – Using own workspace. | |
| CS12 – Contribute to Health and Safety of the Workplace | |
| CS10 – Maintain Personal Health and Hygiene. | |
| CS09 – Implement Emergency Procedures. | |
| CS05 – Making choices at work | |
| CS04 – Staying on the Job. | |
| CS03 – Work Co-operatively with others. | |
| CS02 – Workplace Communication. | |
| CS01 – Basic Communication Skills. | |
| CS25 – Cleaning Tasks. | |
| CS08 – Participate in a Team. | |
| CS07 – Follow an established schedule | |
| CS14 – Respond to Enquiries | |
| CS16 – Basic workplace literacy. | |
| CS15 – Basic workplace numeracy. | |
| CS11 – Take responsibility for own work | |
| CS22 – Assist in training others at Work | |
| CS19 – Plan and organise own work. | |
| CS18 – Workplace literacy. | |
| CS17 – Workplace numeracy. | |
| CS06 – Basic problem solving | |
| CS20 – Plan and organise others' Work | |
| CS28 – Contribute to Quality Control. | |
| CS26 – Participate in a team to achieve given tasks. | |
| CS24 – Co-ordinate work of others | |
| CS23 – Supervise the work of others | |
| CS21 – Participate in allocation of team tasks. | |
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SCHEDULE "C"

WAGE ASSESSMENT TOOL – SKILLSMASTER©

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 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**

MARS INC. WORKPLACE AGREEMENT 2007

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 output and behavioural problems effecting performance. | VP = Very Poor | 1 |
| 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)

| WAGE LEVEL TABLE | | |
|-------------------------------|--------------------|------------------------|
| SKILL LEVEL | SCORE RANGE | % OF AWARD RATE |
| Entry Level (Minimum Payment) | 1 – 11 | 5% |
| Level 1 | 12 – 17 | 10% |
| Level 2 | 18 – 23 | 15% |
| Level 3 | 24 – 29 | 20% |
| Level 4 | 30 – 35 | 25% |
| Level 5 | 36 – 41 | 30% |
| Level 6 | 42 – 47 | 35% |
| Level 7 | 48 – 53 | 40% |
| Level 8 | 54 – 59 | 45% |
| Level 9 | 60 – 71 | 50% |
| Level 10 | 72 – 83 | 60% |
| Level 11 | 84 – 95 | 70% |
| Level 12 | 96 – 107 | 80% |
| Level 13 | 108 – 119 | 90% |
| Level 14 | 120 | 100% |

The score ranges contained in the above table are those determined for a “**Job Model**” containing twenty (20) 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 nine (29) tasks the maximum score available to achieve a one hundred percent 100% of the award wage would be one hundred and seventy four (174) points.*

*Therefore: Level 1 “Score Range” would be 17 – 25
 Level 2 “Score Range” would be 26 – 34
 Level 3 “Score Range” would be 35 – 43*

MARS INC. WORKPLACE AGREEMENT 2007

Level 4 "Score Range" would be 44 –51

Level 5 "Score Range" would be 52 – 60 etc....

The percentage of the Award rate will always remain constant.