

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/317

**TITLE:** **Mars Inc. Workplace Agreement 2004**

**I.R.C. NO:** IRC4/6267

**DATE APPROVED/COMMENCEMENT:** 9 November 2004

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 17 December 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 34

**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

**PARTIES:** Mars Inc. -&- Patrick Beinke, Harnish Black, Mark Blakeny, Vito Cappiello, Gary Chalmers, Anthony Cowan, Chris Davies, Karen Dryden, Lloyds Edwards, Megan Forrester, Andrew Garra, Susie Gentle, Linda Godlee, Michael Godlee, Peter Hanrahan, Andrew Job, Yvonne Johnston, Steven Jones, Judy Kelly, Gorenko Markovski, Paul Matheson, James Matthews, Karen McGuigan, Archie Momartin, Eaden Morpuss, Lars Nielson, Michael Nunn, Robert Owen, Kylie Page, Archie Papiminas, Adrian Parker, David Phelan, Vicki Politis, Siu Lan Riddell, Clifford Ring, Stephen Robertson, Wayne Santeleban, Alem Sarwary, Suzanne Shamir, Russell Spurr, Ira St. John, Wade Stockalde, Peter Waite, Brett Williams, Timothy Williams, Vicky Williams, Gary Wooden, Deborah J Wright

# MARS INC. WORKPLACE AGREEMENT 2004

## 1. 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.

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.

## 2. Title

This Agreement shall be known as the "MARS Inc. Workplace Agreement 2004"

### **3. Application of the Awards**

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.

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.

### **4. Previous Workplace Agreements**

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

### **5. Arrangement**

This agreement is arranged as follows:

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## **PART 1**

### **PURPOSE**

#### **1.1 Intention**

The intention 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 intention is also 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.

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

MARS Inc. will endeavour to provide employees with information 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

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 Incidence

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 with psychiatric disabilities of the organisation (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 (Classifications) of this Agreement.

## 1.5 Date and Period of Operation

This Agreement shall operate 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

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

Upon engagement the organisation shall provide each new employee (and/or their parent, guardian or advocate) with written Terms of Engagement 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

##### **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 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**

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**

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**



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

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 (Classifications)

The level structure (classifications) contained in this agreement are those contained in the attachment SCHEDULE "B" (Skills Matrix/Job Models).

##### Skills Matrix/Job Models

The required skills (indicative tasks) of employees covered by this Agreement are those contained in the attachment SCHEDULE "B" (Skills Matrix/Job Models)

Each Job Model has been assessed relevant to the skills required and placed within the pay Level Structure contained in SCHEDULE "A" (Competency Based Wage Structure).

Each Job Model has specific identified skills (indicative tasks) which an employee must have before they are eligible to be appointed to the Job Model level and paid as such.

It is acknowledged and agreed that SCHEDULE "B" (Skills Matrix/Job Models) may be varied from time to time by the organisation in consultation with employees to meet changes in operational requirements or the introduction of new or altered processes or tasks.

#### **Skills Assessment**

All employees will be assessed against the competencies contained in SCHEDULE "B" (Skills Matrix/Job Models) of the Agreement. The assessment system and process will be accordance with the procedures contained in SCHEDULE "C" (Skills Assessment).

#### 3.2 Skills Development

The parties to this Agreement are 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;
- (c) Remove barriers to the utilisation of skills acquired;
- (d) 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:

- the requirements to maintain productivity levels;
- the ability of the employee to be trained;
- the skills needed within the organisation; and
- 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 National Training Board framework requirements.

### **Induction Training**

Training is a feature of skills development, and where it is determined by the organisation that training is required it shall be so arranged as to be included as part of an employee's normal working hours.

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

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.

Employees will be provided with the opportunity to attend on-the-job training, in-service education, and continuing education programs, which are appropriate to their ability and work.

### **Training**

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

#### Career Path Planning

A career path structure will be made available to all employees of the organisation. It will be based on SCHEDULE "B" (Skills Matrix/Job Models) and through the identification of skills held by an employee and required by the organisation.

Structured processes using a range of methods and strategies will be used to record and assess current skills, skills deficiencies, and to provide training to meet the performance goals of individuals. Those strategies will be developed in line with the current needs of the organisation.

Through the development of educational strategies career progress will be linked to skill development exercises, in-house on the job training and/or off-site training with training providers.

#### **Progression to Higher Level**

It is agreed that the introduction of a levels structure encourages employees to obtain additional skills to progress to a higher level.

An employee must have obtained the requisite skills nominated within the "Job Models" at their current level and at a higher level before advancing to that higher level.

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

#### Adjustment to Lower Level

It is understood that some employees may be assessed during a performance review to have lost or not maintained skills required at their current level. In this situation the organisation may adjust the employee to a lower level more comparable to the employee's current skill, ability and productivity. Any decision to adjust an employee to a lower level shall be determined by the organisation in consultation with the employee and/or their parent/guardian, advocate or representative.

#### **Performance Review**

A review of an employee's performance shall be undertaken in accordance with the organisation's policy and procedures. Additional reviews may be conducted on a needs basis.

## **PART 4**

### **WAGES AND ALLOWANCES**

#### 4.1 Remuneration

The minimum rates of pay for employees covered by this Agreement are those contained in the attachment SCHEDULE "A" (Competency Based Wage Structure). The rates of pay recognise and compensate the flexible arrangement within the workforce in relation to the way employees utilise the skills they possess.

Employee shall remain on their pre-agreement rate of pay until the organisation has undertaken an assessment of the employees skill and ability to move them from the pre-agreement classification structure to the Agreement levels structure which shall be conducted in accordance with the procedures contained in SCHEDULE "C" (Skills Assessment). Assessment shall be undertaken by the organisation and/or independent assessors (with the appropriate workplace assessor qualification)

Employees who are determined to have skills commensurate with a higher level than that at which they are paid prior to the agreement will be progressed to that higher level, subject to an approved position being vacant.

Employees who are determined to have skills at a level below that at which they are being paid prior to the agreement will be offered suitable training to increase their skills. Employees who are unable to improve their level of skill in the first six (6) month of this Agreement will be subject to Clause 3.2.6 Adjustment to Lower Level of this Agreement.

### **Pro-rata Award Based Wages**

The productivity Assessment Tool for determining Pro-rata Award Based Wages is contained in the attachment referred to as SCHEDULE "D".

#### **4.2 Cost of Living Increases**

The organisation recognises the need for employees to benefit from improvements in the economic climate and to catch up with the cost of living.

To this extent the rates of pay contained in SCHEDULE "A" Pro-rata Award Based Wages, will be increased in accordance with any National Wage Case decision as determined and granted by the Australian 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 National Wage Case Decision increase applied to the Award Weekly Rate contained in SCHEDULE "A".

#### **4.3 Meal Allowance**

An employee, required to work overtime for more than two (2) hours after his/her ordinary ceasing time and who has not been notified on the immediately preceding working day that he or she would be required to work such overtime, shall be paid an allowance as set out in "SCHEDULE A" (Competency Based Wage Structure) Meal Allowance. Provided, that where the organisation provides a suitable meal for the employee(s), no allowance shall be payable.

#### **4.4 Payment of 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.

## **PART 5**

### **HOURS OF WORK**

The hours, and days worked by employees shall be determined by the organisation and shall take into consideration the operational needs of the organisation and the special needs of particular employee(s). 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.

#### **5.1 Ordinary 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 with no more than eight (8) hours worked on any one day.

The days and hours worked and the starting and finishing times will be set by the organisation. The working hours will be conveyed to each employee on commencement.

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.

## 5.2 Spread of 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 except for meal breaks which will be taken by mutual agreement between the organisation and the majority of the employees concerned.

## 5.3 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".

Casual employees whose hours of employment are less than thirty-eight (38) per week, may be worked without the payment of overtime rates up to two hours after the fixed finishing time on any day Monday to Friday by agreement. In any case, an employee shall not be required to work more than nine hours in any one day nor more than thirty-eight hours in any one week without the payment of 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.

### **Sundays**

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.

### **Holidays**

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.

## 5.4 Meal Breaks

An unpaid meal break of not less than thirty (30) minutes will be taken according to the dictates of work requirements, but no greater than five (5) hours after the normal starting time of an employee. The length of time taken for a meal break may be varied by mutual agreement between the majority of employees and the organisation.

## 5.5 Overtime Meal Breaks

An employee required to work, overtime for more than two (2) hours after or before the employees ordinary ceasing or starting time shall be allowed a paid meal break of twenty (20) minutes at single time. A further twenty (20) minutes meal break at single time shall be taken if the employee works more than six hours

overtime. The organisation may require an employee to work during meal breaks to monitor the process in the employees control in which case the employee shall be paid at the rate of time and one half for the period of the break.

#### 5.6 Rest Pause (Morning Tea)

An unpaid fifteen (15) minute sustenance break for morning and afternoon tea will be provided at a time agreed between the organisation and the employees. Such break shall take into consideration the current work requirements.

#### 5.7 Alternate Duties

Where, due to unforeseen circumstances or other organisation work demand patterns, an employee cannot be gainfully employed within their normal work site/team, an employee may be required to work temporarily within any other site or division of the organisation. The duties at the other site or division must be commensurate with the employees' skills and competencies.

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

#### 5.8 Changes to 'Hours of 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**

#### 6.1 Annual Leave

##### **Entitlement**

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.

##### **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

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 suck leave.

#### 6.3 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

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

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.

If an employee takes Special Leave without pay in excess of ten 10 days in any year the said employee(s) leave entitlement date shall be adjusted according to the number of days absence. This provision excludes leave without pay for training purposes.

## **PART 7**

### **ORGANISATION POLICY AND PROCEDURES**

#### 7.1 Avoidance of Disputes and Grievance Procedure

To ensure the orderly conduct of and speedy resolution of disagreements, disputes, grievances or occupational health and safety concerns the following Resolution Procedure shall apply.

The object of the procedure is to promote the resolution of issues and disagreements through consultation, co-operation and discussion between employees (or employee representative) and their respective supervisors.

This procedure is based upon the recognition and development of the relationship between supervisors and their employees.

#### **Procedure Principles**

The procedure is designed to resolve any disagreement, dispute or occupational health and safety concerns in a fair manner and is based upon the following principles.

- (a) Commitment by the parties to observe procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or concern, which may give rise to a disagreement or dispute.
- (b) Throughout all stages of this procedure all relevant facts shall be clearly identified and recorded where necessary.
- (c) Realistic time limits shall allow for the completion of the various stages of the discussions.
- (d) Emphasis shall be placed on an in-house settlement of issues brought about through consultation. However, if in-house consultation and negotiation is exhausted without resolution of the disagreement or dispute the parties shall jointly or individually refer the matter to the Australian Industrial Relations Commission for assistance in resolving the dispute.
- (e) To achieve the peaceful resolution of issues the parties shall be committed to avoid stoppages of work, lockouts, or any other bans or limitations on the performance of work whilst the procedure of consultation, negotiation, conciliation and arbitration is being followed.

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

##### **Stage one**

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

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

### **Stage two**

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

### **Stage three**

In the event that the matter is still not resolved it will be referred to the Chief Executive Officer

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

### **Stage four**

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

## **7.2 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 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 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 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 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 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 Chief Executive Officer, 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 parent/carer and/or employee representative or advocate if requested 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 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 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 Organisation Policy 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 Employee 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 committee;

Employee Committee

The committee shall be made up of employees who are elected representatives of all employees from each site.

## **PART 8**

### **OCCUPATIONAL HEALTH AND SAFETY**

#### 8.1 Work Practices

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 through the OH&S Committee for the health and safety at work of all employees and visitors.

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 Protective Clothing and Safety Equipment

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 Worker's Compensation

Workers' compensation shall be in accordance with the New South Wales *Workplace Injury Management and Compensation Act 2000*.

#### 8.4 First Aid

The organisation shall provide and maintain a suitable first aid kit at each site location 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.

#### 8.5 Use of Tools

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 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.

#### 9.2 Anti-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

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 Policy and Procedure, which may lead to termination of employment.

## **PART 10**

### **SIGNATORIES TO AGREEMENT**

SIGNED FOR AND ON BEHALF OF MARS Inc.:

Signature:



Name : Signature :  
Name : Signature :  
Name : Signature :  
Name : Signature :  
Name : Signature :  
Name : Signature :

Dated this 15 day of September 2004.

## **SCHEDULE "A"**

### **PRO-RATA AWARD BASED WAGE**

Pro-rata Award Based Wages in this agreement are designed to remunerate employees in a fair and equitable manner and are based on the acquisition of, and the use of competencies (skills) to a standard of performance linked to output (productivity).

The purpose is to provide an unbiased method of reward for all employees and particularly those employees with disabilities who have medium to high levels of disability and who require medium to high levels of support and close to medium levels of supervision.

The system recognises individual achievements and facilitates opportunities for progression to higher wage levels through the development and acquisition of, tasks competencies, work associated competencies and performance.

A competency based wage system does not provide as a general rule a mechanism for determining the output (productivity) of an employee or a group of employees. The concept of competency standard assessment establishes the skill (knowledge) and the ability of an employee to undertake particular tasks. The wage assessment model contained in this agreement provides a mechanism for determining wages based on both competency and performance.

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

Higher levels of supervision

Higher degree of focused training

Behavioural Management

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

1. Task Competencies - Specific set of skills undertaken, to directly complete a whole job.
2. Work Associated Competencies - General vocational skills (referred to as "CORE SKILLS") necessary to maintain successful employment. These skills for people with a disability include punctuality, working consistently and team work. The need for work associated competencies is a determining factor of a supported employee's wages. It is also a key factor for employees with a disability to have a mix of

social, work behaviour and vocational skills to successfully proceed to open and/or self-employment opportunities.

3. Performance - For people with a disability this is generally measured against levels of outputs generated by peers undertaking similar tasks, opposed to the more traditional measures of performance for people without a disability, which are measured against pre-determined outputs (productivity) established by management.

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

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

The percentage of Award wages is calculated on each employee taking into consideration all relevant measures.

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

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

Pro-rata Award Based Wages (Working in a Business Service environment)

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

Award Wages (Open and/or self employment)

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

### **SUPPORTED EMPLOYEE'S WAGE STRUCTURE**

The minimum wage rates contained in the table below refer to the wage rates for a week comprising thirty eight (38) hours work. The Agreement Pro-rata Award Weekly Rate is calculated as follows: (Relevant Award at, Relevant Level Rate x performance percentage ÷ 38 (refer to Schedule "D") = Agreement Pro-rata Award Hourly Rate)

Relevant Award Skill Level Competencies Required	Award Weekly Rate \$	% of Award Rate \$	Agreement Hourly Rate \$
Restaurants, &c, Employees (State) Award Grade 1 Grade 2 Grade 3	474.30 491.30 516.90	Calculated in accordance with SCHEDULE "D" For each employee	Calculated in accordance with SCHEDULE "D" For each employee
Miscellaneous Gardeners &c. (State) Award Level 1 Level 2 Level 3	484.10 506.60 527.50	Calculated in accordance with SCHEDULE "D" For each employee	Calculated in accordance with SCHEDULE "D" For each

			employee
Nursery Employees (State) Award Grade 1 (Nursery Hand)	488.30	Calculated in accordance with SCHEDULE "D" For each employee	Calculated in accordance with SCHEDULE "D" For each employee
Miscellaneous Workers' General Services (State) Award Grade 1 (Cleaner)	502.00	Calculated in accordance with SCHEDULE "D" For each employee	Calculated in accordance with SCHEDULE "D" For each employee
Transport Industry - Mixed Enterprises Interim (State) Award Grade 2	528.00	Calculated in accordance with SCHEDULE "D" For each employee	Calculated in accordance with SCHEDULE "D" For each employee

#### **ALLOWANCES**

ALLOWANCE	AMOUNT
Meal Allowance	\$ 9.10 per meal.
First Aid Allowance	\$ 0.31 per hour.
Travel Allowance - An employee required to use there motor vehicle on a casual or incidental basis for Company business.	As allowed by the Australian Taxation Office (kilometre method) for each kilometre so travelled.

#### **SCHEDULE "B"**

#### **SKILLS MATRIX AND JOB MODELS**

It is agreed this document is a working document and may be reviewed by the organisation during the life of the agreement to meet changes in the way work is done and/or the introduction of new or altered work processes, or Job Streams. Any review will be conducted in consultation with employees.

The units of competence contained in the skills matrix below are those contained in the relevant Award and represent the units of skill required by employees at each level of the structure. Each unit of skills has individual elements and performance criteria, which must be referred to when assessing if an employee is competent in the skill.

The competency standards contained in the system may be expanded and further defined to enable all parties to have a clearer understanding of the skill requirements, employee performance (output) levels of each job model.

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

NOTE:

1. Employees must obtain all "Core Skills" at each level, up to the level of their particular job model.



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

### WORK GROUPS

GARDEN MAINTENANCE (Miscellaneous Gardeners &c. (State) Award)			
	CORE SKILLS (All persons must attain) (these skills)	Indicative Tasks Unit of Competency	KPI
LEVEL 3	<p>Works under general supervision. Assists with on the job training Assures the quality of the employees own work</p> <p>Is able to check the work of employees graded at lower level</p>	<p>Operate tractors, backhoes, chain saws, ganged mowers or other like powered machinery and possess appropriate operational licence Performs routine maintenance of power tools and equipment. Performs administrative task relating to inventory control and ordering, and receipt of gardening supplies and equipment</p>	<p>Performs task to the required standard of quality. Performs task within reasonable time frame compared to others of similar skill level..</p>
LEVEL 2	<p>Works under routine supervision CS07 - Follow an established schedule CS08 - Participate in a Team. CS25 - Cleaning Tasks.</p>	<p>Horticultural Certificate or equivalent Basic inventory control Prepares and uses fertiliser and pest, disease and weed control mixtures. Performs routine maintenance on gardening tools and equipment. Has understanding of plant selection, irrigation systems and pruning techniques. Understands safety procedures and requirements in relation to the use of chemicals and poisons, safety equipment and clothing.</p>	<p>Performs task to the required standard of quality. Performs task within reasonable time frame compared to others of similar skill level.</p>
LEVEL 1	<p>Basic Communication Skills. Workplace Communication. Work Co-operatively with others. Exercises discretion within skill level and training Responsible for quality of own work</p>	<p>Maintains gardens, lawns and rockeries Trimming edges, mowing lawns, sowing, planting watering, weeding, spreading fertiliser, clearing shrubs and trimming hedges. Routine maintenance on hand tools,</p>	<p>Performs task to the required standard of quality. Performs task within reasonable time frame compared to others of similar skill level..</p>

	Works under direct supervision. Implement Emergency Procedures. Maintain Personal Health and Hygiene. Contribute to Health and Safety of the Workplace	motor mowers and edgers.	
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<b>RESTAURANT</b>			
<b>(Restaurant &amp;c. Employees (State) Award)</b>			
	<b>CORE SKILLS</b> (All persons must attain) (these skills)	<b>Indicative Tasks</b> <b>Unit of Competency</b>	<b>KPI</b>
<b>LEVEL 3</b>	Works under general supervision. Assists with on the job training Assures the quality of the employees own work Is able to check the work of employees graded at lower level	Preparing and cooking a limited range of basic food items, breakfasts, grills and snacks Waiting duties of food and/or beverages, serving and taking customers orders. Provide assistance in choosing meals and wines by providing detailed information when required. Supervise or undertake clearing of tables. Receipt of monies and taking reservations. Prepare and serve a range of drinks including blended and cocktails. Receive and store and distribute goods not involving the control of the store or cellar. Security work requiring the holding of an appropriate licence. Assist in the instruction on a one on one basis of an employee at a lower grade.	Performs task to the required standard of quality. Performs task within reasonable time frame compared to others of similar skill level..
<b>LEVEL 2</b>	Works under routine supervision Follow an established schedule Participate in a Team.	Heating pre-prepared meals and/or preparing simple food items, such as sandwiches, salads and toasted foodstuffs. Undertake general waiting duties of both food and/or beverages. Cleaning of restaurant equipment, preparing tables and	Performs task to the required standard of quality. Performs task within reasonable time frame compared to others of similar skill level.

		<p>sideboards, clearing tables, taking customer orders at a table.</p> <p>Taking order by telephone at a fixed order point.</p> <p>Serving food and/or beverages to tables</p> <p>Service from a snack bar, buffet or meal counter.</p> <p>Receipt of monies, giving change, operation of cash registers, use of electronic swipe input devices.</p> <p>Greeting and seating guests under general supervision. Supplying, dispensing or mixing of liquor.</p> <p>Cleaning bar area and equipment, preparing bar for service, taking orders and serving drinks and assisting in the cellar.</p> <p>Receiving, storing and distributing goods not involving the extensive use of documents or records.</p> <p>Attending a cloakroom.</p> <p>Laundry and specialised cleaning duties, using specialised cleaning equipment and/or chemicals.</p> <p>Allocated building maintenance and/or gardening duties</p>	
LEVEL 1	<p>Basic Communication Skills.</p> <p>Workplace Communication.</p> <p>Work Co-operatively with others.</p> <p>Exercises discretion within skill level and training</p> <p>Responsible for quality of own work</p> <p>Works under direct supervision.</p> <p>Implement Emergency Procedures.</p> <p>Maintain Personal Health and Hygiene.</p> <p>Contribute to</p>	<p>Cleaning, tidying and setting up kitchen, food preparation and customer service areas, including the cleaning of equipment, crockery and general utensils.</p> <p>Assembly and preparation of ingredients for cooking.</p> <p>Handling pantry items and linen.</p> <p>Setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses.</p> <p>General cleaning, gardening and labouring</p>	<p>Performs task to the required standard of quality.</p> <p>Performs task within reasonable time frame compared to others of similar skill level..</p>

	Health and Safety of the Workplace	tasks.	
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<b>NURSERY</b>			
(Nursery Employees (State) Award)			
	CORE SKILLS (All persons must attain) (these skills)	Indicative Tasks Unit of Competency	KPI
LEVEL 1	Basic Communication Skills. Workplace Communication. Work Co-operatively with others. Exercises discretion within skill level and training Responsible for quality of own work Works under direct supervision. Implement Emergency Procedures. Maintain Personal Health and Hygiene. Contribute to Health and Safety of the Workplace	General Nursery duties with no formal qualification. Labouring duties. Conduct sales.	Performs task to the required standard of quality. Performs task within reasonable time frame compared to others of similar skill level..

<b>CLEANING</b>			
(Miscellaneous Workers' General Services (State) Award)			
	CORE SKILLS (All persons must attain) (these skills)	Indicative Tasks Unit of Competency	KPI
LEVEL 1	Basic Communication Skills. Workplace Communication. Work Co-operatively with others. Exercises discretion within skill level and training Responsible for quality of own work Works under direct supervision. Implement Emergency Procedures. Maintain Personal Health and Hygiene. Contribute to Health and Safety of the Workplace	General cleaning duties. Maintain premises in a clean condition. Labouring duties.	Performs task to the required standard of quality. Performs task within reasonable time frame compared to others of similar skill level..

TRANSPORT (Transport Industry - Mixed Enterprises Interim (State) Award)			
	CORE SKILLS (All persons must attain) (these skills)	Indicative Tasks Unit of Competency	KPI
LEVEL 2	Basic Communication Skills. Workplace Communication. Work Co- operatively with others. Exercises discretion within skill level and training Responsible for quality of own work Works under direct supervision. Implement Emergency Procedures. Maintain Personal Health and Hygiene. Contribute to Health and Safety of the Workplace	Driver of a two axle rigid vehicle with a gross vehicle mass of up to 4.5 tonnes. Driver of forklift with a capacity of up to 4.5 tonnes. Operate loader General maintenance on vehicles including keeping vehicle clean Labouring duties.	Performs task to the required standard of quality. Performs task within reasonable time frame compared to others of similar skill level..

## SCHEDULE "C"

### SKILLS ASSESSMENT

All employees will be assessed against the competencies (skills) contained in SCHEDULE "B" Skills Matrix / Job Models of the agreement. The assessment will be conducted during the first six months of the term of the agreement. Prior to the assessment being conducted each employee will be placed onto the most appropriate transitional level pending the outcome of the assessment. The employee(s) transitional level will be established taking into consideration the employees' current skills and wage, against the skills and wage levels contained in the agreement.

#### Assessment in a Competency-Based System

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

#### Definition of Competency

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

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

Transfer of skills and knowledge to new situations.

### **Definition of Assessment**

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

### **Evidence**

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

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

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

Evidence can be:

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

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

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

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

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

### **Judgement**

Judgement is the process of comparing sufficient evidence of an employees achievements with the required performance criteria and making a decision as to whether the necessary competence has been demonstrated or not.

Judgements should be kept as objective as possible by detailing the type and form of the evidence to be used, the criteria to be applied and the rules by which decisions will be made. However, all assessment is inevitably dependent upon a degree of informed subjective judgement.

The Purpose of Assessment and of Assessment Systems

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

The assessment will be conducted to:

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

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

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

Confirmation of quality and level of performance.

Formal recognition of the employee's skills.

Placement within the Agreement Levels Structure SCHEDULE "B" (Skills Matrix/Job Model).

Readiness for progression to a higher level.

The Assessment System

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

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

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

### **The Role and Responsibility of Assessors**

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

Interpret the criteria;

Use expertise to make judgements;

Ensure that standards have been met; and

Ensure that evidence of competency is sufficient.

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

### Assessor Competency Standards

Competency Unit	Competency Element
Plan assessment	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.

The results of assessments will be reviewed by the Organisation’s Workplace Assessment Panel.

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

## SCHEDULE "D"

### WAGE ASSESSMENT TOOL

#### PRO-RATA AWARD BASED WAGES

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

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

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

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

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

#### ESTABLISHING WAGE OUTCOMES

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

1. The competence of the employee (skills held and utilised);
2. Behavioural matters including;
  - (a) Level of supervision provided,
  - (b) The ability to be trained and level of training required,



- (c) Personal behavioural attributes.
3. Performance (measured output) benchmarked against a group of employees of similar skill and performance.

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

### **WAGE ASSESSMENT TOOL**

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

In making the comparison the organisation will identify:

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

### **Assessment Measure % of Award Wage**

The percentage of an award wage is calculated as follows:

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

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

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

The percentages of the award wage calculations will be applied to the relevant Award wage contained in SCHEDULE "A" Pro-rata Award Based Wage.

**Example:** (a simple general analysis of the process)

Award to be compared - Miscellaneous Gardeners, &c. (State) Award

Award Classification -Level One

Award Wage - \$ 484.10

Award Grade Indicative Tasks(refer to relevant award)	Can Employee Perform Task	Support behavioural and Productivity Levels	Weighting %
General Labouring and cleaning	Yes		20
Works under direct supervision either individually or in a team environment.	Yes		20
Responsible for quality of own work.	No		10
Exercises discretion.	No		5
Maintain gardens, lawns and rockeries.	No		10
Trimming edges, mowing lawns, sowing, planting, watering, weeding, spreading fertilizer, clearing shrubs and trimming hedges.	No		30
Routine maintenance on hand tools, motor mowers and edgers.	No		5
Level of Supervision			-10
Level of Training Required			-10
Behavioural Management			-5
Performance			0
PERCENTAGE OF AWARD WAGE			15%

Employees wage calculated at 15% of award wage of \$465.10 = \$ 69.77

Level of Supervision weighting

1 = High (minus 20% weighting)

2 = Medium (minus 10% weighting)

3 = Low (minus 0% weighting)

Level of training required

1 = High (minus 20% weighting)

2 = Medium (minus 10% weighting)

3 = Low (minus 0% weighting)

Behavioural Management

1 = High (minus 10% weighting)

2 = Medium (minus 5% weighting)

3 = Low (minus 0% weighting)

Performance (Measured Output)

1 = Below average output (minus 5% weighting)

2 = Average output (0% weighting)

3 = Above average output (plus 5% weighting)

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

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

The assessment measure percentage of the award wage for each employee is applied to the relevant Award wage contained in SCHEDULE "A". These levels are consistent with the skills and general performance required by an employee at each level contained in SCHEDULE "B".

#### MULTI-FACTOR PRODUCTIVITY MEASURE

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

Productivity =	$\frac{\text{Goods and Services (Sales)}}{\text{Labour + Energy + Materials + Capital (Cost of goods sold)}}$
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Therefore: To increase productivity the organisation must either increase Sales or reduce the Cost of goods sold.