

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA08/4

**TITLE: Macleay Options Incorporated (Supported Employees)
Workplace Agreement 2007**

I.R.C. NO: IRC8/76

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VARIATION:** New.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Macleay Options Incorporated located at 39 Elbow Street, West Kempsey NSW 2440, who are engaged in the tasks contained in Shedule B, Skills Matrix/Job Models and who fall within the coverage of the Restaurant, &c., Employees' Retail Shops (State) Award.

PARTIES: Macleay Options Incorporated -&- Gavin Larkins, Bronwyn Ritchie

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WORKPLACE AGREEMENT 2007**

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A. PREAMBLE

Macleay Options Incorporated is a non-profit organisation partially funded by the Commonwealth Department of Family and Community Services. The aim of the organisation is to give people with a disability, the opportunity to live and work in a community that respects and accepts them as individuals and equals.

It is acknowledged, Macleay Options Incorporated is an organisation that as a general rule does not operate pure employment services in a strictly commercial sense. The organisation operates in an employment-like environment and in addition to providing employment in accordance with community expectations, also provides the following support at a higher level than would be usual in an organisation which did not have a similar purpose:

- ◆ vocationally-related training
- ◆ work experience
- ◆ training and liason with C.E.T.P services and assistance with progression to open employment; and
- ◆ an integrated range of support services.

The primary relationship that exists between Macleay Options Incorporated and its employees with a disability extends far beyond that which is generally expected in an employer-employee relationship.

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

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

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

The agreement through its skills structure, training and support content, promotes community acceptance and recognition of the rights of employees with a disability and focuses on the abilities of employees not their disability.

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B. DEFINITIONS AND GLOSSARY OF KEY TERMS

Agreement	Macleay Options Incorporated (Supported Employees) Workplace Agreement 2007
Organisation	Macleay Options Incorporated
Employee(s)	All employees of the organisation with a disability and 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.
Disability Services Standards	Define the Government’s (funding body) requirements for service quality, which are linked to core processes and outcomes for employees with a disability.
Full-time employee	An employee who works a thirty eight (38) hour week.
Part-time employee	An employee who works a specified number of regular days and/or hours being less than those worked by a full-time employee in a four-week period.
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 (NSW)</u> .

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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.
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 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.

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C. NAME OF AGREEMENT

Macleay Options Incorporated (Supported Employees) 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 the classifications, contained in the agreement and rescinds the previous expired agreement known as the Macleay Options Incorporated (Supported Employees) Workplace Agreement 2004.

E. ARE THE RIGHTS OF THE EMPLOYEES PROTECTED?

The rights of employees are protected by the provision contained in the *Industrial Relations Act 1996 (NSW)* and the *Disability Services Act 1986 (C'mth)*.

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

F. WHAT ARE THE DISABILITY SERVICE STANDARDS

The organisation is committed to providing its service to the employees in accordance with the *Disability Services Act 1986 (C'th)* and the relevant standards pursuant to the Act and in relation to the making of this agreement Standard 9.

Standard 1: Service Access

Each person with a disability who is seeking a service has access to a service on the basis of relative need and available resources.

Standard 2: Individual needs

Each person with a disability receives a service that is designed to meet, in the least restrictive way, their individual needs and personal goals.

Standard 3: Decision making and choice

Each person with a disability has the opportunity to participate as fully as possible in making decisions about events and activities of their daily life in relation to the service they receive.

Standard 4: Privacy, dignity & confidentiality

Each service recipient's right to privacy, dignity and confidentiality in all aspects of their life is recognised and respected.

Standard 5: Participation and Integration

Each person with a disability is supported and encouraged to participate and be involved in the Community.

Standard 6: Valued Status

Each person with a disability has the opportunity to develop and maintain skills and participate in activities that enable them to achieve valued roles in the community.

Standard 7: Complaints and disputes

Each service recipient is encouraged to raise, and have resolved without fear of retribution, any complaints or disputes they may have regarding the service provider or the service.

Standard 8: Service Management

Each service provider adopts quality management systems and practices that optimise outcomes for service recipients.

Standard 9: Employment conditions

Each person with a disability enjoys working conditions comparable to those of the general workforce.

Standard 10: Service recipient training and support

The employment opportunities of each person with a disability are optimised by effective and relevant training and support.

Standard 11: Staff recruitment, employment and training

Each person employed to deliver services to a person with a disability has relevant skills and competencies.

Standard 12: Protection of human rights and freedom from abuse

The service provider acts to prevent abuse and neglect and to uphold the legal and human rights of service recipients.

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PART 1 – GENERAL INFORMATION ABOUT THE AGREEMENT

1.1 PURPOSE - Why do we need an agreement?

The agreement formalises and consolidates the terms and conditions of employment already enjoyed by employees into one complete legal document.

The agreement will ensure that no employee covered by the agreement will be disadvantaged compared to the relevant Industry Award for other employees doing similar work or the previous Workplace Agreement.

The purpose of the agreement is to create an environment, which will encourage and support a highly skilled and committed work force.

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

The agreement aims to meet the objectives of Macleay Options Incorporated which are to:

- a) Provide training and access to employment opportunities for people with a disability with emphasis on encouraging employees to move into open employment.

In doing so “Macleay Options Incorporated” will endeavour 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.

- (b) In this agreement these aims will be strengthened by;

- (i) developing a team approach to all activity 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.

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- (iii) developing structures and procedures which reflect the principles of employee consultation and participation by employees in decision making processes.

1.2 COMMUNICATIOM - How is information about the agreement communicated to employees?

Information will be provided to employees to support them in making informed decisions regarding their employment, the agreement and the consequences of their decisions.

Information will be given in any combination of the following;

- (a) Meetings
- (b) Management reports
- (c) Newsletters, posters, notice boards, display and audio/visual material
- (d) Literature including pictorial format
- (e) Plain English written and verbal material
- (f) Access to advocacy groups.

Employees will have the choice to include their parent/guardian, advocate and/or an independent employee representative to assist them to understand and appreciate the full significance of discussions and to make informed decisions and choices.

1.3 DURESS - Was the agreement made under duress?

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

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

1.4 PARTIES BOUND - Who is covered by the agreement?

Macleay Options Incorporated of 39 Elbow Street WEST KEMPSEY, NSW 2440 (hereafter referred to as "the organisation")

AND

The employee's of the organisation (hereafter referred to as "the employee(s)") and performing the tasks contained in **SCHEDULE "B" Skills Matrix/Job Models**.

An employee in this agreement is defined as 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 Disability Service Act 1986 (as amended) and operates a supported employment business enterprise which employs able-

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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.

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

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

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

No additional claims in addition to those contained in the agreement can be made by employees or the organisation until the agreement finishes.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

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

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

- (i) duties and responsibilities
career plan and summary of the employee's training obligations
terms and conditions of employment including the provisions of this agreement.
- (ii) commencement date and general terms and conditions including;
 - employee's regular hours of work
 - employee's classification
 - employee's rate of pay
 - the payment of wages.
- (iii) summary of requirements, if any, for the employment of the employee which have been specified by the funding authority.
- (iv) the organisations "Employee Handbook" including;
 - Policies and Procedures
 - Department of Family and Community Service Quality Standards
 - Access to advocacy groups.

2.2 ENGAGEMENT - How will employees be employed?

Employees can be employed in any of the following ways. An employee and/or the organisation may by mutual agreement with the other party change the employment status of the employee to meet family or other commitments on the employee's part, or the operational needs of the organisation.

Full-Time Employee

A full-time employee is a person who works thirty eight (38) hours per week averaged over a four (4) week cycle of one hundred and fifty two (152) hours.

Part -Time Employee

A part-time employee is a person who works less than an average of thirty-eight (38) hours per week over a four week cycle of one hundred and fifty two (152) hours.

The hourly rate for a part time employee is calculated at one-thirty eighth of the full-time employee weekly rate applying to the classification. A part-time employee is

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entitled to all the benefits and conditions enjoyed by full-time employees on a pro-rata basis.

The organisation may change the regular days and hours of a part-time employee but only after giving the employee reasonable notice or by mutual agreement between the parties concerned.

Casual Employee

A casual employee is a person who is engaged by the hour. The minimum number of hours a casual employee is paid for each engagement is two (2).

The hourly rate paid to a casual employee is the same as that paid to a full-time employee plus a loading of twenty three percent (23%). The loading is inclusive of the annual leave entitlement, contained in the Annual Holidays Act 1944.

Seasonal Employees/Fixed Term Employee

A seasonal/fixed term employee shall mean a person engaged specifically to provide additional labour, during periods of identified operational needs.

A seasonal/fixed term employee, may be engaged on either a permanent or part-time basis, but must be for a specific term. The employee will be advised in writing of the start and completion dates of the engagement.

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.

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2.3 PROBATION - Is there a probationary period?

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

2.4 TERMINATION OF EMPLOYMENT - Can an employee be terminated?

The organisation can terminate the employment of an employee (*excluding a casual employee who can be terminated with one hours notice*) by giving the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	One week
More than 1 year but not more than 3 years	Two weeks
More than 3 years but not more than 5 years	Three weeks
More than 5 years	Four weeks

The period of notice is increased by one week if the employee is over forty five (45) years of age and has completed at least two (2) years continuous service with the organisation.

If an employee resigns from the organisation the employee must give the same notice as the organisation except that there shall be no additional notice based on the age of the employee concerned.

By mutual arrangement between the parties, employees after having been given or have given notice, may leave their employment before the expiration of the notice period and receive wages up to the last day worked.

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

2.5 ABANDONMENT OF EMPLOYMENT - What happens if an employee abandons their employment?

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

2.6 SUMMARY DISMISSAL - Can an employee be instantly dismissed?

Notwithstanding the notice period contained in *Clause 2.4 Termination of Employment - Can an employee be terminated?* the organisation has the right to dismiss any employee without notice for serious misconduct which justifies instant

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dismissal, (see *clause 7.2 Disciplinary Procedures - What does the organisation do if an employee does something wrong?*).

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

2.7 MANAGING CHALLENGING BEHAVIOUR - How does the employer manage challenging behaviour in the workplace?

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

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

A program of support and training will be offered on the return to work of the employee. Any suspension will be seen as a constructive and positive step towards the resolution of the problem.

The period of suspension shall be determined by the organisation in consultation with the employee and/or their guardian/parents, advocate and/or an independent representative, but in general shall not exceed four (4) weeks in duration.

The organisation reserves the right to suspend any employee with pay in a situation where the organisation is conducting an investigation into the performance/misconduct or serious misconduct of an employee and where suspension is in the interest of the organisation.

2.8 INTRODUCTION OF CHANGE/REDUNDANCY – What will the organisation do with the introduction of change?

Employees, excluding casuals are entitled to severance pay (redundancy) when the position they hold is deemed to be no longer required by the organisation. The process will be in accordance with the following terms;

When are Employees to be Notified?

Where the organisation has made a decision to introduce changes which may effect the employment of employees including termination, the organisation shall notify those employees who may be affected by the proposed changes.

Will the Employer Discuss the Change with Employees?

The organisation shall discuss with the employees affected, and if requested their parents/guardian, advocate and/or an independent representative the introduction of

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the changes referred to above, and the effects the changes are likely to have on the employees.

Are Employees Entitled to “Notice of Termination” of Employment?

In a bona-fide redundancy situation employees are entitled to notice of termination which shall be in accordance with *Clause 2.4 Termination of Employment - Can an employee’s employment be terminated?*

How much Severance Pay will an Employee Receive?

Employees will receive the following severance pay when terminated in accordance with this clause provided the organisation employs more than fifteen (15) full-time and/or part-time employees at the date of termination.

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

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

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

Are Employees entitled to receive a “Statement of Employment”?

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

Will Employees receive an “Employment Separation Certificate”?

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

2.9 PERFORMANCE OF WORK - What work do employees have to perform?

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

PART 3 - SKILL DEVELOPMENT, EDUCATION AND TRAINING

3.1 LEVELS STRUCTURE - How is an employee classified?

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

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

The organisation will allocate each employee the appropriate “Job Model” on the commencement of employment. The “Job Model” will be determined on the skills, performance and productivity of the employee as assessed by the organisation.

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.

The “Job Models” have been developed through consultation and an assessment process with employees. Each “Job Model” has been assessed relevant to the skills required, the productivity and performance of employees and where these attributes fit into the “Skills Matrix”.

Each “Job Model” has been placed into a specific pay level contained in **SCHEDULE “A” “Pro-Rata Award Based Wages”**.

Employees will be assessed against the “Job Model” relating to the type of work they perform.

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**”.

3.4 SKILLS ASSESSMENT - How are employees skills assessed?

All employees are assessed against the skills contained in **SCHEDULE “B” Skills Matrix/Job Model** and placed in the appropriate 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**.

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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 through appropriate paid training;
- c) Encourage employees to acquire additional skills;
- d) Remove barriers to the utilisation of skills acquired;
- e) Assist in the training of new employees and the training of existing employees to enable them to gain the skills necessary to carry out their assigned tasks and to progress through the levels structure.

To this extent every employee will be given the opportunity to increase their skill levels through appropriate structured training, subject to;

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

Training and assessment programs will be structured to meet all current legislative and National Training Board framework requirements.

3.6 EMPLOYEE INDUCTION - Does the employer provide induction training?

Employees on commencement of employment will be provided with an "Employee Handbook" and induction training as follows;

General Induction

- ◆ Mission, Policies and Procedures
- ◆ Organisational Structure
- ◆ Conditions of Employment
- ◆ Rights and Responsibilities
- ◆ Site Orientation and Introduction to Supervisors and Fellow Workers

Occupational Health and Safety Induction

- ◆ OH&S Policy and OH&S Plan
- ◆ OH&S Procedures and Safety Rules
- ◆ OH&S Committee
- ◆ Rights and Responsibilities
- ◆ Site and Hazard Orientation

3.7 CAREER PLANNING - Will the employer develop a career plan for employees?

The organisation will develop a “Career Plan” for each employee.

The plan will be used to identify employee development and training needs and will consider such issues as employee needs, choices and expectations, objectives of the organisation and quality assurance.

3.8 TRAINING - Will an employee be paid for training?

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.

3.9 EMPLOYEE ADVANCEMENT - How does an employee progress to a higher “Wage Level”?

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

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

Notwithstanding the provisions of this clause an employee has the right to make a grievance in accordance with *Clause 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 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 "job model"?

Some employees may be assessed during their performance review to have lost or not maintained skills 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 Grievance and Disputes Procedure - 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 and with 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*.

For employees with a disability 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

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may be re-assessed in accordance with *Clause 3.9 Employee Advancement - 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?

The organisation will increase the Australian Fair Pay Commission – Minimum Wage contained in **SCHEDULE "A" Pro-rata Award Based Wages**, in accordance with any increase to the minimum wage 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 are paid weekly by cash.

If an employees employment is terminated, wages due to the employee will be paid to the employee no later than the next normal pay cycle.

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

4.5 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 cooperative and flexible working arrangement to meet the personal needs and family responsibility of employees. The provisions of this clause are designed to provide employees and the organisation with options to benefit both parties.

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

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

The hours and days of work determined by the organisation may be changed by mutual agreement between the organisation and an individual employee or the majority of employee(s) concerned.

What are the hours of work?

The ordinary hours of work, excluding meal breaks will be an average of thirty eight (38) hours per week over a four (4) week cycle of one hundred and fifty two (152) hours with no more than eight (8) hours worked on any day. For the purposes of working ordinary hours a day shall mean from the commencement of one ordinary shift to the commencement of the next ordinary shift.

The spread of ordinary hours of work for employees is between the hours of 6am and 6pm Monday to Friday.

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

What time do employees start and finish work?

The starting and finishing times will be set by the organisation taking into consideration the travel and family commitments of the employees. The working hours will be conveyed to each employee on commencement.

To meet operational needs the starting and finishing times may be altered by the organisation but only following consultation with the employees concerned.

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

If an employee works hours additional to the ordinary hours of work the additional hours will be paid as overtime. An employee will only be required to work overtime if mutually agreed with the organisation.

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

Employees will be paid time and one half for the first two hours and double time thereafter.

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

Employees will be paid double time.

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

Employees will be paid double time and one half with a minimum payment of four hours. This payment will be in substitution for the provisions of *Clause 6.6 Public Holidays* of this agreement.

5.3 MEAL BREAKS - Are employees paid for meal breaks?

Employees will take an unpaid, half hours meal break within five (5) hours of commencing work each day. The time the break is taken is at the discretion of the organisation.

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

5.4 MORNING TEA - Do employees have a morning tea break?

A paid fifteen (15) minute break for morning or afternoon tea will be given to employees. The time the break is to be taken will be agreed between the organisation and the employees.

5.5 ALTERNATE DUTIES - What happens if there is not enough work for employees?

Where an employee cannot be gainfully employed within their normal work stream the employee may be required to work temporarily within any other work stream of the organisation. The duties within the other work stream must be similar to the skills and competencies held by the employee.

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

5.6 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 by the organisation but only following consultation with the employee(s). Any agreement between the employee(s) and the organisation must be in writing.

PART 6 – LEAVE ENTITLEMENTS

6.1 PERSONAL LEAVE - Are employees entitled to Personal Leave?

Employees are entitled to ten (10) days personal leave for each completed year of service. Leave shall accrue on the basis of one (1) day for each completed four (4) week period of service each year. Personal Leave includes Sick Leave and Carers Leave.

Do employees need to produce a doctor certificate if they are on sick leave?

A medical certificate must be given to the organisation if the employee is;

- (a) absent more than two (2) single days in any year; or
- (b) where an apparent pattern of absenteeism has been observed; or
- (c) for more than two (2) days absence on any occasion.

Should an employee absent on sick leave notify the organisation?

An employee must notify the organisation before 9.00am on the day of the absence and as far as practicable state the nature of the illness and/or injury and the estimated duration of absence.

Does untaken sick leave entitlement cumulate from year to year?

Any portion of sick leave entitlement not taken in any one year will be cumulative from year to year to a maximum of eight weeks.

6.2 CARERS LEAVE - Can employees stay home and look after their family?

Upon application an employee may be granted leave for the care of ill or injured immediate family members.

An immediate family member is identified as follows...

- (a) a spouse of the employee
- (b) a de facto spouse who in relation to a person is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis though not legally married to that person
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee

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- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis
- (e) a relative of the employee who is a member of the same household; where for the purposes of this paragraph
 - (i) 'Relative' means a person related by blood, marriage or affinity
 - (ii) 'Affinity' means a relationship that one spouse because of marriage has to look after relatives of the other
 - (iii) 'Household' means a family group living in the same domestic dwelling.

Leave granted to an employee in accordance to this clause will be paid out of the employee's Personal Leave entitlements and under the conditions contained in *Clause 6.1 Personal Leave – Are Employees entitled to Personal Leave*.

6.3 ANNUAL LEAVE - Are employees entitled to annual leave?

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

The entitlement is four (4) weeks pay or (twenty (20) days) per annum and shall accrue on a pro-rata basis for each completed four (4) week period of employment. Leave entitlement untaken in any year will cumulate from year to year.

Do employees receive Annual Holiday Loading

Employee will be paid a loading of 17½ per cent loading on Annual Leave entitlements.

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

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

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

6.4 LONG SERVICE LEAVE - Are employees entitled to long service leave?

Employees are entitled to Long Service Leave in accordance with the *"Long Service Leave Act, 1955, NSW" as amended*.

The *Long Service Leave Act 1955 NSW* provides the following entitlements:

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- a) Two months or (8.33) weeks after ten (10) years continuous service, and
- b) One Month or (4.16) weeks for each subsequent five (5) years of continuous service.

6.5 COMPASSIONATE LEAVE - Do employees get paid if they go to a funeral?

An employee shall be entitled to leave with pay up to and including the day of the funeral of an immediate family member. An immediate family member is identified in *Clause 6.2*. The payment of leave on each occasion shall not exceed the number of hours worked by the employee in three (3) ordinary day's work.

6.6 PUBLIC HOLIDAYS - Do employees get paid on a public holiday?

An employee (excluding a casual employee) normally rostered to work on a day a Public holiday falls will be paid for the Public Holiday. Public Holidays are those gazetted as a public holiday throughout the State of New South Wales and include: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any holiday duly proclaimed and observed as a public holiday within the area in which the organisation is situated.

Employees will be entitled to one additional day in substitution of the Union picnic day or any other day proclaimed as a Public Holiday within the Local Government area of the organisation which must be taken during the Christmas and New Year period.

6.7 PARENTAL LEAVE - Are employees entitled to parental leave?

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

6.8 SPECIAL LEAVE - Can employees have leave without pay?

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

PART 7 – ORGANISATION POLICY AND PROCEDURES

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

Dispute or Grievance Resolution Procedure

Stage one

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

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

Stage two

In the event of the employee not being satisfied with the answer provided, the employee will advise their supervisor who will arrange a meeting with their Manager and/or Workers 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 General Manager.

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 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 (*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.

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Definitions

Unsatisfactory work performance is the failure to perform the requirements of a position at an acceptable standard or level of competence. Examples of unsatisfactory work performance may include unsafe work practices, excessive absenteeism or lateness, low productivity or inefficiency, negligence or uncooperative behaviour.

Unsatisfactory conduct is failure to observe the organisation's policies and procedures and code of conduct.

Serious Misconduct is a situation, which justifies instant dismissal. For example, the organisation regards the following actions as constituting serious misconduct: falsifying the organisation records, dishonesty, fighting, drunkenness, being under the influence of or in possession of alcohol or illegal drugs at work, theft of the organisation's property and wilful refusal of duty.

Unsatisfactory Work Performance or Conduct

In relation to instances of unsatisfactory work performance or conduct the following procedure will be followed:

Step 1: Counselling/Verbal Warning

This is an opportunity to bring the performance or conduct which is unacceptable to the attention of the employee concerned, to establish the reasons for the unacceptable behaviour and to establish whether the organisation can provide any assistance to the employee to avoid it occurring in further instances.

During the initial counselling session the counsellor in the presence of an employee representative or a third party observer should:

- (a) Discuss the unacceptable performance or conduct identified with the employee and outline the standard of work performance or conduct which is required.
- (b) Give the employee an opportunity to respond to the allegations made and provide an explanation. (If the explanation given is justifiable, no further disciplinary action should be taken.)
- (c) Agree on a specific action to be taken to remedy the situation and set a date for review.
- (d) Warn the employee that failure to improve will result in further disciplinary action being taken.

The counselling/disciplinary interview record should be completed and kept on the employee's file.

Step 2: First Written Warning

If by the review date established in the initial counselling session the employee's work performance or conduct has not improved a second interview should be arranged which, may lead to a first written warning being issued.

During the second counselling session the counsellor in the presence of an employee representative or a third party observer should:

- (a) Restate the unsatisfactory work performance or conduct identified.
- (b) Restate the agreed corrective actions identified at the previous session including establishing a date for review.
- (c) Give the employee an opportunity to defend him/herself against the allegations made (again, if the explanation is satisfactory, no further disciplinary action should be taken).
- (d) If the employee's explanation is not acceptable indicate to the employee that he/she is to be issued with a first written warning.
- (e) Agree on specific action to be taken to remedy the problem and set a date for review.
- (f) Warn the employee that failure to improve will result in further disciplinary action being taken, which could ultimately lead to dismissal.

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

Step 3: Final Written Warning

If by the review date established in the second interview session the employee's work performance or conduct has still not improved another interview should be arranged which may lead to a final written warning being issued.

During the third counselling session the counsellor in the presence of an employee representative or a third party observer should:

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

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- (b) Give the employee an opportunity to defend him/herself against the allegations made. (Again, if the explanation is satisfactory, no further disciplinary action should be taken.)
- (c) If the employee's explanation is not acceptable, indicate to the employee that he/she is to be issued a final written warning.
- (d) Agree on specific action to be taken to remedy the problem and set a date for review.
- (e) Warn the employee that failure to improve will result in dismissal.

The counselling/disciplinary interview record should be completed and kept on the employee's file. Once the final written warning is completed and authorised by the General Manager or another delegated officer, it should be signed by all parties (including witnesses). The employee should be issued a copy in the presence of a witness and informed that it will be recorded on his/her record.

Step 4: Termination

If the employee's performance does not improve to an acceptable standard or there is a repeated occurrence of the unacceptable conduct identified a further interview should be arranged, subject to the approval of the General Manager, which will result in the dismissal of the employee.

The interviewer should:

- (a) Advise the employee of the reason for the dismissal.
- (b) Discuss the employee's employment history, including records of prior counselling sessions and or warnings.
- (c) Ensure the employee has had an adequate opportunity to defend him/herself.

The employee must be provided with written advice of the termination of employment with the organisation and the effective time and date. If the employee requests that the reason for termination is given in writing or a certificate of employment identifying the period of employment and duties performed, such documentation should be provided. At all times the employee may have an employee representative or advocate of their choice, present.

Serious Misconduct

As soon as an instance of serious misconduct comes to the attention of the General Manager, the following procedure will be followed:

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Step 1

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

Step 2

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

Step 3

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

Step 4

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

7.3 POLICIES 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.

7.4 WORKERS COMMITTEE - What is the role of the workers committees?

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

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

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To this extent the organisation will investigate the need to establish a workplace consultative committee.

PART 8 - OCCUPATIONAL HEALTH AND SAFETY

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

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

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

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

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

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

8.2 PERSONAL PROTECTIVE EQUIPMENT (PPI) - Do employees receive protective clothing and safety equipment for work?

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

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

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

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

8.3 WORKERS COMPENSATION - What happens if an employee is injured at work?

Workers' compensation shall be in accordance with the 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, 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 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 his/her supervisor that they may use the tool(s) without supervision. The supervisor when making the direction must ensure that the employee(s) have been appropriately trained and are competent to use the tools and equipment.

PART 9 - MISCELLANEOUS

9.1 ARE EMPLOYEES ENTITLED TO RECEIVE SUPERANNUATION?

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

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

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

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

SCHEDULE "A"

WAGE STRUCTURE/ PRO-RATA AWARD BASED WAGE

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

The purpose is to provide an unbiased method of reward for all employees and particularly those employees with 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 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 basis for the provision of minimum rates of pay. This structure is the first stage of a three-step wages continuum towards open employment. The three stages are:

- Pro-rata Award Based Wages (*Working in Business Services*)
- Supported Wage System (SWS) (*Working with host employers*)
- Award Wages (*Open employment*)

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

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SUPPORTED EMPLOYEE'S PRO RATA AWARD BASED WAGES

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 Level	Skill Level Competencies Required	AFPC Minimum Wage \$	Performance % of Award Rate \$	Pro-rata Weekly Rate \$	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	511.86	5% minimum payment	25.60	0.67
2	Refer to: Wage level table - Score Range	511.86	10%	51.19	1.35
3	Refer to: Wage level table - Score Range	511.86	15%	76.78	2.02
4	Refer to: Wage level table - Score Range	511.86	20%	102.37	2.69
5	Refer to: Wage level table - Score Range	511.86	25%	127.97	3.37
6	Refer to: Wage level table - Score Range	511.86	30%	153.56	4.04
7	Refer to: Wage level table - Score Range	511.86	35%	179.15	4.71
8	Refer to: Wage level table - Score Range	511.86	40%	204.74	5.39
9	Refer to: Wage level table - Score Range	511.86	50%	255.93	6.74
10	Refer to: Wage level table - Score Range	511.86	60%	307.12	8.08
11	Refer to: Wage level table - Score Range	511.86	70%	358.30	9.42
12	Refer to: Wage level table - Score Range	511.86	80%	409.49	10.78
13	Refer to: Wage level table - Score Range	511.86	90%	460.67	12.12
14	Refer to: Wage level table - Score Range	511.86	100%	511.86	13.47

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ALLOWANCES

ALLOWANCE	AMOUNT
Shift Allowance (<i>refer: Clause 5.1</i>) (<i>Ordinary hours worked outside 6.00am and 6.00pm</i>)	15% loading on all ordinary hours worked.
Meal Allowance	\$ 10.00 per meal.
Travel Allowance (<i>An employee required to use their own motor vehicle on a casual or incidental basis</i>)	\$ 0.51 cents per klm.

SCHEDULE “B”

SKILLS MATRIX

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.

NOTE: *The process of confirming that a person has achieved competency is “Assessment”.*

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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 FOR SUPPORTED EMPLOYEES

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.	

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NUT PROCESSING

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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TIMBER PRODUCTS

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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SEWING/MACHINING (CLOTHING TRADES)

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.	

SCHEDULE "C"

WAGE ASSESSMENT TOOL – SUPPORTED EMPLOYEE

In order to comply with legislative and the Department of Family and Community Services (Facia'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.

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How does the Assessment Tool operate?

Each employee with a disability 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

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employees' current wage against the wage levels contained in **SCHEDULE "A"** *Wage Structure/Pro-rata Award Based Wages*.

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

Table (1)

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

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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
Level 4 “Score Range” would be 44 – 51*

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

The percentage of the Award rate will always remain constant.