

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/302

TITLE: Kurri Contracting Services Enterprise Agreement 1999

L.R.C. NO: 99/5334

DATE APPROVED/COMMENCEMENT: 18 October 1999

TERM: 30 June 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 47

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees at Kurri Kurri Community Centre Inc. of 251 Lang Street, Kurri Kurri, NSW, 2327

PARTIES: Kurri Kurri Community Centre Inc -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch



KURRI CONTRACTING SERVICES
ENTERPRISE AGREEMENT 1999

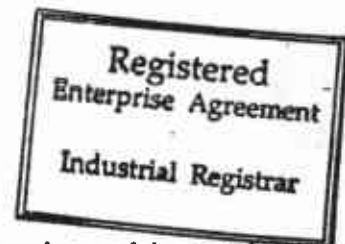


1. PREAMBLE

Kurri Contracting Services is a non-profit service auspiced by Kurri Kurri Community Centre Incorporated and funded by the Department of Family and Community Services. The vision of the organisation is to give people with disabilities the opportunity to live and work in a community that respects and accepts them as individuals and equals.

It is acknowledged that Kurri Contracting Services is a service that as a general rule does not operate pure employment services in a strictly commercial sense. The organisation operates in an employment - like environment in which a range of additional support services are provided, including:

- vocationally-related training;
- work experience;
- assistance with progression to open employment; and
- a range of support services.



The primary relationship that exists between Kurri Contracting Service and its employees - who are disabled - extends beyond that which is generally expected in an employer-employee relationship.

It is further acknowledged that this primary relationship will have a direct impact on the operational costs of the service, and on the conditions of employment contained in this agreement.

The Enterprise Agreement has been developed with a view to achieving the vision, and to increasing employment options for people with disabilities. 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 Enterprise Agreement through its training and support content promotes community acceptance and recognition of the rights and abilities of all people with disabilities.

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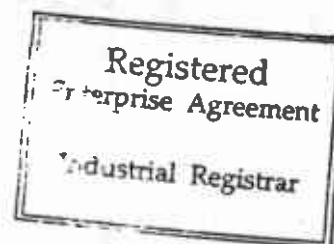
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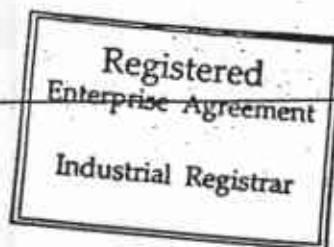
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PART 1 - PURPOSE

1.1 Intention

This is a single site agreement that 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.

Our intention is to create an environment that will encourage and support a highly skilled and committed work force where participation and development of employees 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 and enable 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. Single status employment will be upheld wherever possible.

The agreement aims to further the objectives of Kurri Contracting Services which is to:

- (i) Provide training and access to employment mainly for disabled persons with emphasis on encouraging disabled employees to move into open employment. In doing so Kurri Contracting Services will endeavour:
 - (a) to work co-operatively with the community, agencies and government in developing and implementing planning, strategies, management and project based activity.
 - (b) to stimulate the development of disability services within Hunter region.
 - (c) to enhance the quality of employment of Kurri Contracting Services employees.
- (ii) In this agreement, these aims will be strengthened by:
 - (a) developing a team approach to all enterprise activity, which will enable any employee to perform, where required, any enterprise task for which that employee is suitably trained.
 - (b) 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.

stoppages whereas the individual employee will have the option to participate at his/her discretion.

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2.2.2 Part-Time Employees

A part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which is less than the number of days or hours worked by permanent/temporary employees. A part time employee shall be paid a pro-rata proportion of the full time weekly rate applying to the classification, and shall be entitled to all the benefits and conditions enjoyed by full-time employees on a pro-rata basis.

2.2.3 Casual Employees

Casual employees shall mean an employee who is paid as such and engaged by the hour.

A casual employee, in addition to the hourly rate calculated in accordance with this agreement applying to the employees classification, shall be paid twenty four per cent (24 %) inclusive of the annual leave entitlement pursuant to the Annual Holidays Act 1944.

Casual employees will be engaged only where there is an unforeseen, immediate and short-term need for such employment.

If the need to perform the tasks continues beyond the initial short-term period, the position may be filled by part or full-time engagement.

2.2.4 Seasonal Employees

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

A seasonal employee may be engaged on either a permanent or part-time basis but must be for a specific term.

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.

2.4 Termination of Employment

In order to terminate the employment of an employee the Service shall give to the employee the following notice:



PART 3 - DEFINITIONS, SKILL DEVELOPMENT, EDUCATION AND TRAINING

3.1 Classifications

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

Service Induction

- * Information on the Service
- * Conditions of employment
- * Introduction to supervisors and fellow workers
- * Service policies and procedures
- * Occupational Health and Safety policy
- * Equal Employment Opportunity policy



GARDENER LEVEL 1

An employee at this level exercises minimal judgement, performs a range of varied but simple tasks, using well- established techniques and practices under direct supervision.

An employee at this level is undertaking training to enable him/her to work at a higher level. After three months employment at this level, an employee shall progress to Gardener Level 1.

An employee at this level performs a range of varied but simple tasks, using well-established techniques and practices under direct supervision either individually or in a team environment.

An employee at this level exercises skills and undertakes additional training to enable the employee to progress to Gardener Level 2.

He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following;

1. Bagging grass;
2. General cleaning; and

other duties for which the employee has been trained and deemed necessary by the Service to complete a task at this grade.

other duties for which the employee has been trained and deemed necessary by the Service to complete a task at this grade.

GARDENER LEVEL 4

An employee at this level performs a range of varied tasks above those of a Gardener Level 3, using well-established techniques and practices under direct supervision individually or in a team environment.

An employee at this level exercises skills beyond those of a Gardener Level 2 and undertakes additional training to enable the employee to progress to Gardener Level 4.

An employee appointed to this level may be required to perform any of the duties of a Gardener Level 2 and any of the duties associated with this position for which they have been trained.

He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following;

1. Basic weeding;
2. Blower Vac operating;
3. Performing routine maintenance on Blower Vac; and

other duties for which the employee has been trained and deemed necessary by the Service to complete a task at this grade.



GARDENER LEVEL 5

An employee at this level performs a range of varied tasks above those of a Gardener Level 4, using well-established techniques and practices under direct supervision individually or in a team environment.

An employee at this level exercises skills beyond those of a Gardener Level 4 and undertakes additional training to enable the employee to progress to Gardener Level 6.

An employee appointed to this level may be required to perform any of the duties of a Gardener Level 4 and any of the duties associated with this position for which they have been trained.

He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following:

He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following:

1. Working under routine supervision;
2. Assisting supervisor with quality control of work;
3. Assisting supervisor to co-ordinate equipment and work; and

other duties for which the employee has been trained and deemed necessary by the Service to complete a task at this grade.

GARDENER LEVEL 8

An employee at this level performs a range of varied tasks above those of a Gardener Level 7, using well-established techniques and practices under general supervision individually or in a team environment.

An employee at this level exercises skills beyond those of a Gardener Level 7 and undertakes additional training to enable the employee to progress to a Supervisor.

An employee appointed to this level may be required to perform any of the duties of a Gardener Level 7 and any of the duties associated with this position for which they have been trained.

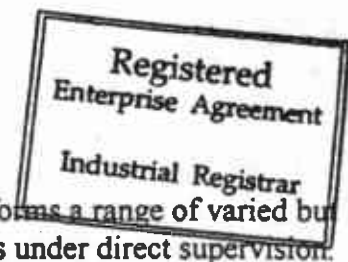
He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following:

1. May work under general supervision;
2. Can follow grievance procedure;
3. Can identify and implement Service safety procedures, and can ensure correct use of safety equipment;
4. Can assist in job training under direction of supervisor;
5. May perform customer service skills; and

other duties for which the employee has been trained and deemed necessary by the Service to complete a task at this grade.

CLEANER LEVEL 1

An employee at this level exercises minimal judgement, performs a range of varied but simple tasks, using well-established techniques and practices under direct supervision.



other duties for which the employee has been trained and deemed necessary by the Service to complete a task at this grade.

CLEANER LEVEL 3

An employee at this level performs a range of varied tasks above those of a Cleaner Level 2, using well-established techniques and practices under direct supervision individually or in a team environment.

An employee at this level exercises skills beyond those of a Cleaner Level 2 and is undertaking additional training to enable the employee to progress to Cleaner Level 4.

An employee appointed to this level may be required to perform any of the duties of a Cleaner Level 2 and any of the duties associated with this position for which they have been trained.

He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following:

1. General hand vacuuming;
2. Use of hand held hoses;
3. Mop floors – hand control bucket;
4. Scrub floors;
5. Restock chemicals; and



other duties for which the employee has been trained and deemed necessary by the Service to complete a task at this grade.

CLEANER LEVEL 4

An employee at this level performs a range of varied tasks above those of a Cleaner Level 3, using well-established techniques and practices under direct supervision individually or in a team environment.

An employee at this level exercises skills beyond those of a Cleaner Level 2 and undertakes additional training to enable the employee to progress to Cleaner Level 4.

An employee appointed to this level may be required to perform any of the duties of a Cleaner Level 2 and any of the duties associated with this position for which they have been trained.

An employee appointed to this level may be required to perform any of the duties of a Cleaner Level 5 and any of the duties associated with this position for which they have been trained.

He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following:

1. Correct use of hand tools;
2. Correct use of power tools;
3. Change tap and toilet washers;
4. Change light bulbs; and

other duties for which the employee has been trained and deemed necessary by the Service to complete a task at this grade.

CLEANER LEVEL 7

An employee at this level performs a range of varied tasks above those of a Cleaner Level 6, using well-established techniques and practices under direct supervision individually or in a team environment.

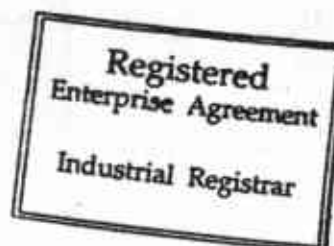
An employee at this level exercises skills beyond those of a Cleaner Level 6 and undertakes additional training to enable the employee to progress to Cleaner Level 8.

An employee appointed to this level may be required to perform any of the duties of a Cleaner Level 6 and any of the duties associated with this position for which they have been trained.

He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following:

1. Work under routine supervision;
2. Assisting supervisor with quality control of work;
4. Assist supervisor to co-ordinate equipment and work; and

other duties for which the employee has been trained and deemed necessary by the Service to complete a task at this grade.



The organisation will endeavour to provide employees with career opportunities through appropriate training and education. Training programs will be structured to meet all current legislative requirements and where practicable, training, learning outcomes, assessment and certification will comply with the enterprise competency standards developed by the organisation and consistent with National Training Board principles.

3.2.1 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 to be included as part of an employee's normal working hours.

A structured orientation program will introduce new employees to relevant aspects of the organisation and will aim to prepare them for their role and responsibilities.

A mechanism will be put in place for identifying employee development and education needs. The mechanism will take account of such issues as employee appraisals, 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 work.

Employees may be required to perform work that, while primarily involving the skills of the employee's calling, are incidental or peripheral to the primary task, but will facilitate the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

3.2.2 Career Path Planning

A career path structure will be made available to all employees of the organisation. It will be based on the development of a job model matrix, through the identification of skills held by employees and/or required by the organisation. Career progress will be linked to skill development exercises, in-house on the job training and/or off-site training with training providers and through the development of educational strategies.

3.2.3 Progression

An employee is required to have obtained the requisite skills nominated within a Level before advancing to that higher level.

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PART 4 - WAGES AND ALLOWANCES

4.1 Remuneration

The minimum rates of pay for employees covered by this agreement are those specified in the attachment, **SCHEDULE "A"**

The agreement recognises the need for employees to benefit from an improved economic climate and to catch up with the cost of living.

To this extent a three percent (3%) increase will be paid on the agreement rates of pay from the first pay period on or after the 30 June 1999 and on or after the 30 June 2000 and on or after 30 June 2001.

The rates of pay recognise and compensate the flexible arrangement within the work force in relation to the way employees utilise the skills they possess.

Assessment of employees from the current classification structure to the agreement levels structure shall be conducted by Kurri Contracting Services personal and an independent assessor (with the appropriate workplace assessor qualification).

Savings clause shall apply to current rates of pay, so that no current employee shall receive less than they receive prior to the implementation of the agreement.

4.2 Overtime

The organisation may require an employee to work a reasonable amount of overtime as and when required. The amount of overtime worked may vary according to workloads and organisation needs. The working of overtime shall be mutually agreed between the parties.

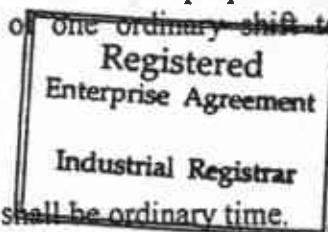
In the computation of overtime each day shall stand alone. For the purposes of this clause, a day shall mean "from the commencement of ~~one ordinary shift to~~ the commencement of the next ordinary shift".

4.2.1 Monday to Friday

For all work done outside ordinary hours the rate of pay shall be ordinary time.

4.2.2 Saturday

For all work done on a Saturday the rate of pay shall be double time. Such double time is to continue until the completion of the overtime work.



- (v) Employees may convert banked overtime to wages in lieu of time off.

4.3 Payment of Wages

Wages shall be paid fortnightly.

The selected payday shall not be changed without agreement of the majority of employees and the Service.

Upon termination of employment, wages due to an employee shall be paid on the date of termination or forwarded by post on the next working day.

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

4.4 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" Meal Allowance of this agreement.

Provided that where the Service provides a suitable meal for the employees, no allowance shall be payable.

4.5 Motor Allowance

An employee, who by agreement is required to use his/her own motor vehicle on Service business shall be paid an allowance in accordance with Schedule "A" Motor Allowance of this agreement for each kilometre travelled. Provided;

- (i) the motor vehicle meets all the requirements of the Motor Traffic Act including, registration, and CTP insurance ; and
- (ii) comprehensive motor vehicle insurance.



5.3 Saturday Ordinary Time Work

Saturday ordinary time work will be restricted to mutual arrangements between the Service and individual employees involved from time to time.

5.4 Meal Breaks

An unpaid meal break of not less than one half hour will be taken according to the dictates of work requirements, but no greater than five hours after the normal starting time of an employee. The length of time taken for a meal break shall be determined by mutual consent by the majority of employees and the Service.

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5.5 Rest Pause (Morning Tea)

A fifteen minute sustenance break will be provided without loss of pay at a time agreed between the Service and the employees taking into consideration the work requirements and within four (4) hours of the employee's normal starting time.

5.6 Accrued Leisure Time (RDO'S or Flexi-time)

Subject to clause 5.1 Hours of Work of this agreement, the Service may implement by agreement the hours provision in one of the following ways.

5.6.1 One day off after 19 days

Employees to work up to eight (8) ordinary hours per day with the additional time in excess of 7 hours 36 minutes being aggregated for accrued leisure time which shall fall due after nineteen (19) working days Monday to Friday, subject to the conditions and limitations of this clause. An employee who works more or less than eight ordinary hours on any day shall accrue leisure time on a pro-rata basis. (eg. if an employee works four ten hour days in any week he/she would accrue thirty (30) minutes per day leisure time).

The day off shall be on an agreed roster basis. The payment for the day off will be on the basis of the appropriate hours being accrued for each day worked. For payment purposes "a day worked" shall include paid sick leave, paid public holidays, and annual leave, and other paid leave but shall not include, workers compensation, long service leave, unpaid sick leave or other unpaid leave.

The Service shall prepare a roster of days to be taken off as leisure time that will always remain as a notice of advice. Leisure time shall not be rostered to coincide with a public holiday.

The Service may with the agreement of the relevant employee, substitute the day an employee is to take off for another day to meet the staffing needs of the organisation.

All accrued credits as a result of the time credited towards leisure time shall be paid out on the termination of each employee's employment.

Overtime shall only apply after the nominated ordinary hours have been worked on any day.

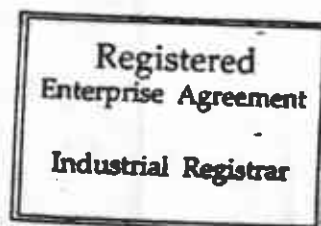
5.6.3 Other agreed methods of implementation

The Service and the employees may agree upon a different method of implementation that may apply to individual employees, various groups of employees, or all employees of the Service that is consistent with these principles.

5.6.4 Work on a rostered day off

Notwithstanding anything else contained in this clause and by agreement between the Service and an employee, the nominated rostered day off may be worked at ordinary time rate of pay, subject to the employee being able to nominate;

- (i) an alternate day off in consultation with the Service; or
- (ii) that the day off forsaken by working be payable to the employee at ordinary time rate, plus the payment of the time worked on the nominated day off at ordinary time rate.



- (ii) 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; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household; where for the purposes of this paragraph:
 - (a) 'Relative' means a person relative by blood, marriage or affinity;
 - (b) 'Affinity' means a relationship that one spouse because of marriage has to look after relatives of the other; and
 - (c) 'Household' means a family group living in the same domestic dwelling.

Leave granted in accordance to this clause shall be deducted from the employee's sick leave entitlement.

6.3 Annual Leave

6.3.1 Entitlement

See Annual Holidays Act, 1944.

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

6.3.2 Annual Holiday Loading

During the period of annual leave, an employee shall be entitled and receive a loading of 17.5% calculated on the weekly ordinary rate of pay for the employee. Leave loading will be payable on all annual leave due but not on accrued annual leave.

Loading shall be payable after six months continuous service with the Service in respect of all annual leave due and accrued annual leave on the termination of employment by the Service. No payment will be payable for accrued annual leave loading.



Where an employee is required to work on a public holiday and is absent without a reasonable excuse or without consent of the Service, the employee shall not be entitled to payment for the public holiday.

6.8 Jury Service

An employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Service an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

Employees shall notify the Service as soon as possible of the date(s) upon which they are required to attend for jury service. Further, the employee concerned shall give written confirmation of the amount of payment received, and the duration of the attendance in respect of such jury service.

6.9 Parental Leave

Parental leave will be in accordance with the New South Wales Industrial Relations Act 1996

6.10 Leave Without Pay

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



6.11 Training Leave

Where it is determined by the Service that an employee needs additional training or attend training seminars the employee shall undertake such training or attend such seminar. Provided that if the training or attendance is undertaken during ordinary working hours the employee shall not suffer any loss of pay. The Service shall endeavour to schedule training programs during ordinary working hours, however, if such training or attendance at seminar's are conducted outside normal working hours the employee(s) shall be paid at ordinary time rates while attending such training course or seminar.

All other training not approved by the Service and undertaken outside ordinary working hours will be without pay. -

6.12 Training Subsidy

Any cost associated with standard fees for prescribed courses and other expenses incurred in connection with the undertaking of a Service approved training course or

PART 7 - SERVICE POLICY AND PROCEDURES

7.1 Avoidance of Disputes Policy and Procedure

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

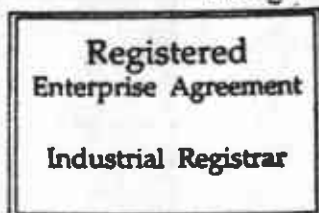
The object of the procedure is to promote the resolution of issues and disagreements through consultation, co-operation and discussion between employees (or employee representative) and their respective supervisors.

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

7.1.1 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.

- (i) 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 that may give rise to a disagreement or dispute.
- (ii) Throughout all stages of this procedure, all relevant facts shall be clearly identified and recorded where necessary.
- (iii) Realistic time limits shall allow for the completion of the various stages of the discussions.
- (iv) 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.
- (v) 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.



7.2.1 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 Service policies and procedures.

The Service regards the following actions as constituting serious misconduct and justifying instant dismissal; falsifying Service records, dishonesty, fighting, drunkenness, being under the influence of or in possession of illegal drugs at work, theft of Service property and wilful refusal of duty.

7.2.2 Unsatisfactory Work Performance or Conduct

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

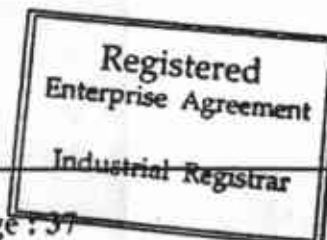
Step 1. Counselling/Verbal Warning

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 Service 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 a third party observer should;

- (i) Discuss the unacceptable performance or conduct identified with the employee and outline the standard of work performance or conduct which is required.
- (ii) 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)
- (iii) Agree on a specific action to be taken to remedy the situation and set a date for review.
- (iv) 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.



- (ii) 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).
- (iii) If the employee's explanation is not acceptable, indicate to the employee that he/she is to be issued a final written warning.
- (iv) Agree on specific action to be taken to remedy the problem and set a date for review.
- (v) 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, 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 may lead to dismissal.

The interviewer should;

- (i) Advise the employee of the reason for the proposed dismissal.
- (ii) Discuss the employee's employment history, including records of prior counselling sessions, warnings etc.
- (iii) Ensure the employee has had an adequate opportunity to defend him/herself.
- (iv) Explore whether any reasonable alternatives to termination exist.

If the decision is made to dismiss the employee, the employee must be provided with written advice of the termination of his/her employment with the Service 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.



7.3 Equal Employment Opportunity

The Service is an equal opportunity employer. All employees (and prospective employees) are treated on their merits, without regard to race, age, sex, marital status, or any other factor not applicable to the position. Employees are valued according to how well they perform their duties and their ability and enthusiasm to maintain Service standards.



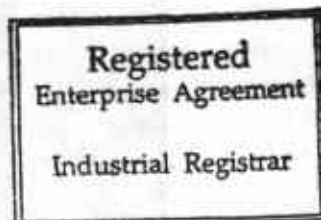
In any case, where work continues throughout the day in inclement weather, work may cease two hours earlier than the usual finishing time without loss of pay, and employees will be entitled to leave the site.

The operation of this clause is to be monitored by the Service during the initial three months of this Agreement.

Nothing in this clause shall limit the responsibility as prescribed under the Occupational Health and Safety Act.

8.5 Drinking Water

Wholesome and fresh drinking water shall be made available at all work sites as defined by the Service.



PART 10 - SIGNATORIES TO AGREEMENT

SIGNED FOR AND ON BEHALF OF
Kurri Kurri Community Centre Inc.

Sign Name :

James Ryan
JAMES RYAN

Print Name :

Title :

VICE - PRESIDENT

WITNESSED BY : Sign Name :

David Casey

Print Name :

David Casey

Title :

Manager

Dated this

23rd

day of

July

1999.

SIGNED FOR AND ON BEHALF OF

Australian Liquor Hospitality and Miscellaneous Workers Union (Misc Div)

Sign Name :

A. Owens

Print Name :

Annie Owens

Title :

Acting Branch Secretary

WITNESSED BY : Sign Name :

C. Cook

Print Name :

Carmel Cook

Title :

Regional Secretary

Dated this

2nd

day of

August

1999.



SCHEDULE "A"

Wage increases – Cleaning Workcrews

The minimum wage rates specified below refer to the wage rates for a week comprising twenty hours.

SKILL LEVEL	AGREEMENT INCREASE RATE 3% AS AT 1.7.1999	AGREEMENT INCREASE RATE 3% AS AT 1.7.2000	AGREEMENT INCREASE RATE 3% AS AT 1.7.2001
Cleaner Level One	29.95	30.85	31.77
Cleaner Level Two	33.28	34.28	35.31
Cleaner Level Three	36.60	37.70	38.83
Cleaner Level Four	39.93	41.13	42.36
Cleaner Level Five	46.59	47.99	49.43
Cleaner Level Six	53.24	54.83	56.48
Cleaner Level Seven	59.90	61.705	63.556
Cleaner Level Eight	99.83	102.82	105.91

The rates of pay contained in the above table only relate to those employees eligible for and in receipt of a Disability Support Pension.

