

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/79

TITLE: Cypress Centre Inc. (Supported Employees) Workplace Agreement 2003

I.R.C. NO: IRC3/424

DATE APPROVED/COMMENCEMENT: 5 March 2003

TERM: 5 March 2005

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 23 May 2003

DATE TERMINATED:

NUMBER OF PAGES: 50

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Cypress Centre Inc. who fall within the coverage of the Australian Liquor, Hospitality and Miscellaneous Workers Union Supported Employment (Business Enterprises) Award 1993

PARTIES: Cypress Centre Inc -&- Michelle Anderson, Aaron Annettes, Colleen Bassett, Shaun Bedford, Fred Broso, Nattalie Clough, Veronica Foley, Pam Gash, Colin Gibbins, Jodie Habgood, Jason Harrison, Bradley Heard, Jennifer Howe, Suzanne Jennings, Sabrina Marks, Shannon McGavin, Craig McWhinnie, Jamie Osmond, Maria Prestia, Wayne St Clair, Louise Sutcliffe, Michelle Thornton, Neil Tongs, Vicki Turner, Alison Williams

2 TITLE

This agreement shall be known as the "Cypress Centre Inc. (Supported Employees) Workplace Agreement 2003"

3 APPLICATION OF THE AWARDS

This agreement shall operate and be read so as to operate in conjunction with the Australian Liquor Hospitality & Miscellaneous Workers Union Supported Employment (Business Enterprises Award 1993), or any award made in succession thereof, and to the extent that the provisions of the award as amended from time to time are inconsistent with the provisions of this agreement, the provisions of this agreement shall apply to the extent of any inconsistencies.

The following clauses of the award are excluded from the provisions of this agreement;

- Clause 15 – Preference to Union Members
- Clause 29 – Trade Union Training Leave

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

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PART 1 - PURPOSE

1.1 Intention

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

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

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

The agreement aims to further the objectives of "Cypress Centre Inc." which are to:

- (a) Provide training and access to employment for persons with a disability with emphasis on encouraging employees with a disability to move into open employment if they so choose.

In doing so "Cypress Centre Inc." 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.
 - (iii) developing structures and procedures which reflect the principles of employee consultation and participation by employees in decision making processes.

1.2 Communication

Cypress Centre Inc. will endeavor to provide employees with information in accessible formats to support them in making informed decisions in regard to their employment and the consequences of their decisions.

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

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

Employees will be able to access support as required including the choice to have advocate support to make informed decisions and choices.

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

Cypress Centre Inc. will schedule Individual Program Plan (IPP) meetings to address employee(s) needs. The meeting will be convened in accordance with organisation policy and procedure as determined from time to time.

1.3 Duress

The parties agree that this agreement was not entered into under duress and is in the interest of the parties bound. Special arrangements have been made to ensure all people with disabilities have been adequately consulted and informed as to the content of the agreement and the implications the terms and conditions contained in the agreement will have on their employment.

1.4 Incidence

This agreement, shall be binding upon....

Cypress Centre Inc. (hereafter referred to as ("the Organisation")) of Myrtle Street, NARRANDRA, NSW 2700 in respect of employees covered by this agreement and employed at locations for which the organisation has a facility to operate; and

The employees of Cypress Centre Inc. (hereafter referred to as ("the employees")) who are eligible for or in receipt of a Disability Support Pension and engaged in the classifications specified in Clause 3.1 Levels Structure (Classifications) of this agreement.

1.5 Date and Period of Operation

This agreement shall operate for a period of two years from the date of approval.

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Three month prior to expiry of the Agreement, the employees and management of the organisation shall commence negotiation for the renewal of the Agreement.

1.6 No Extra Claims

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

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Terms of Engagement

Individual Program Plans will be completed with all employees. The Plans will be reviewed annually in accordance with the organisations Policy.

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

- (i) accountabilities, functions and responsibilities
frequency and type of employee appraisal
terms and conditions of service including the provisions of this agreement.
- (ii) summary of the duties of the position, including a signed statement that the employee acknowledges and understands the provisions of the terms of engagement and will carry out other duties as required by the organisation.
- (iii) summary of requirements, if any, for the position which have been specified by the funding authority.
- (iv) commencement date and completion of the employee's contract of employment, if appropriate
 - employee's regular hours of work
 - employee's classification (Level)
 - employee's rate of pay.
- (v) summary of the employee's training obligations.
- (vi) information about the Enterprise Agreement.

Time will be made available for the employee with an advocate if requested or required to read the agreement prior to commencement. The employees parent/guardian or advocate will be requested to assist those employees unable to understand its content.

- (vii) any other information including the organisation's Policy and Procedures and the Plain English Employee Handbook.

2.2 Engagement

2.2.1 Permanent Employees

A full-time employee shall mean an employee who works a thirty-five (35) hour week.

All employees not specifically engaged on a part-time or casual basis shall be full-time employees.

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2.2.2 Part-Time Employees

A part-time employee shall mean a person who works a specified number of regular days and hours being less than the number of days or hours worked by permanent 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.

A part-time employees regular days and hours may be altered by the organisation provided the said employee has been given reasonable notice in writing of the organisation's intention to change such hours.

Pro-rata benefits and conditions shall be calculated from week to week based on the number of hours worked in the said week.

2.2.3 Casual Employees

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

A casual employee shall be paid a minimum of two (2) hours at the appropriate rate for each engagement.

A casual employee, in addition to the hourly rate calculated in accordance with this agreement applying to the employees classification, shall be paid twenty per cent (20%) inclusive of the annual leave entitlement, pursuant to the New South Wales Annual Holidays Act 1944.

2.3 Probationary Period

A probationary period of three months will apply to all new employees with the employee(s) being advised of their performance standard during that period.

2.4 Termination of Employment

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

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

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

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The notice of termination required to be given by an employee shall be the same as that required of 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 the discretion of the organisation 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

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

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

2.7 Managing Challenging Behaviour

Where a situation warrants dismissal or severe discipline of a supported employee (employee with a disability), an option of the Company, subject to investigation is to suspend the supported employee from duty without pay.

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

Every effort shall be made to ensure the supported 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 Company in consultation with the employee and/or their guardian/parents or advocate.

2.8 Performance of Work

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

PART 3 - SKILL DEVELOPMENT, EDUCATION AND TRAINING

3.1 Levels Structure (Classifications)

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

3.1.1 Skills Matrix/Job Models

The required skills (competencies) of employees covered by this agreement are those contained in the attachment **SCHEDULE "B" "Skills Matrix/Job Models"**.

The Job Models have been developed through consultation and an assessment process with employees, and reflect all tasks to be undertaken within the organisation. Each Job Model has been assessed relevant to the skills required and placed within the pay Level Structure contained in **SCHEDULE "A"**.

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

It is acknowledged and agreed that the "Job Models" document may be varied from time to time by the organisation to meet changes in operational requirements or the introduction of new or altered processes or tasks.

3.1.2 Skills Assessment

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

3.2 Skills Development

The parties to this agreement are committed to providing for a more flexible working arrangement, improving the quality of working life, enhancing skills and job satisfaction, and assisting positively in employee development. The commitment is to:

- (a) Developing a more highly skilled and flexible workforce;
- (b) Providing employees with career opportunities through appropriate paid training to acquire additional skills;
- (c) Removing barriers to the utilisation of skills acquired;
- (d) Assist in the training of new employees and the training of existing employees to enable them to gain the skills necessary to carry out their assigned tasks and to progress through the levels structure.

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Every employee will be given the opportunity to undertake training, subject to the requirements to maintain productivity levels, the ability of the employee to be trained, the skills needed within the organisation and the financial constraints of the organisation - and further the requirements of the Disability Service Standards.

The organisation will endeavour, to provide employees with career opportunities linked to their ability to obtain and maintain the required levels of skill (competence) in line with the Job Models. Training and assessment programs, will be structured to meet all current legislative and National Training Framework requirements.

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.

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

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

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

A mechanism for identifying employee development and education needs will be developed. The mechanism will consider such issues as employee appraisals, objectives of the organisation, expectations of the employees and quality assurance.

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

3.2.2 Study Leave

Where the organisation determines that an employee shall undertake additional training the employee shall undertake such training. Provided, if the training is undertaken during ordinary working hours the employee shall not suffer any loss of pay. The organisation shall endeavor

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to schedule training programs during ordinary working hours, however, if such training is conducted outside normal working hours the employee shall be paid at ordinary time rates while attending such training course.

All other non-organisation approved training undertaken outside ordinary working hours will be without pay.

3.2.3 Training Subsidy

Any cost associated with standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of a organisation approved training course shall be reimbursed by the organisation upon production of evidence of such expenditure. Provided that reimbursement shall be on an annual basis subject to the presentation of reports of satisfactory progress. A limit of one hundred dollars (\$100) per year will apply to textbooks but may be varied by approval of the organisation.

3.2.4 Career Path Planning

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

Structured processes using a range of methods and strategies will be used to record and assess current skills (competence) and to provide training to meet the performance goals of individuals that have been developed in line with the current needs of the organisation.

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

3.2.5 Progression to Higher Level

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

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

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

3.2.6 Adjustment to Lower Level

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

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determined by the organisation in consultation with the employee and/or their parent guardian or advocate. No adjustments will be made in the first twelve (12) months of this Agreement.

3.2.7 Performance Review

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

PART 4 - WAGES AND ALLOWANCES

4.1 Remuneration

Saving clause shall apply to current rates of pay so that no current employee shall receive less than they would receive prior to the approval of the agreement.

The minimum rates of pay for employees covered by this agreement are those contained in the attachment **SCHEDULE "A" Competency Based Wage System**. The rates of pay recognise and compensate the flexible arrangement within the workforce 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 in accordance with the procedures contained in **SCHEDULE "C" Skills Assessment**. Assessment shall be undertaken by the organisation and/or an independent assessor (with the appropriate workplace assessor qualification)

All employees will be subject to a skills analysis within the first twelve months of the Agreement.

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

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

4.1.1 Pro-rata Award Based Wages

The productivity Assessment Tool for determining Pro-rata Award Based Wages is contained in the attachment referred to as **SCHEDULE "D"**. The tool is designed to meet the requirements of the Department of Family and Community Services, Quality Assurance System, KPI 9.1.

4.2 Performance Based Wages (Level 6, Wage Structure)

Both the organisation and employees agree the ability to utilise skills possessed to a higher level of performance and productivity are fundamental to increases in remuneration.

The organisation also recognises the work performance of individual employees with a disability and the commitment of individual employees to increase performance, productivity and their level of skill.

To this extent Level 6 contained in **SCHEDULE "A" Competency Based Wage System** provides a mechanism for individual employees to achieve increases in remuneration based on the performance at a higher level of skill.

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Employees who have progressed to Level 5, of the Wage Structure and/or are recognised by the organisation to be performing at a higher level of skill will be assessed by the organisation in accordance with **SCHEDULE "C"** Skills Assessment. The assessment will assess the level of skill, performance and productivity of the employee against a predetermined criteria. Such criteria shall include but is not limited to:

- Productivity (output) of the employee against the average of all employees at the same level of skill.
- The employees overall work performance
- The number of additional skills or formal qualification obtained.
- The employees initiative, adaptability and leadership skills.
- The employees behavioural competencies.

Following assessment, a wage rate will be determined by the organisation within the wage range contained in Level 6.

4.3 Cost of Living Increases

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

To this extent the organisation agrees to increase the minimum rates of pay contained in **SCHEDULE "A"** by an amount pro rata to, and in accordance with any State Wage Case decision as determined and granted by the New South Wales Industrial Relations Commission from time to time.

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 company provides a suitable meal for the employees, no allowance shall be payable.

4.5 Other Allowances

Other allowances shall be paid in accordance with the allowances contained in **SCHEDULE "A"**. The payment of such allowances will be for activities that are required to be performed as part of an employee(s) normal duties. There may be situations where an employee has the skill to perform various activities, but they will not be required to perform these activities as part of their normal duties, in which case no allowance shall be payable.

4.6 Payment of Wages

Wages shall be paid fortnightly by cheque.

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

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

PART 5 - HOURS OF WORK

The organisation will promote the concept of flexible work 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 make flexible time a benefit to both parties.

The hours, and days worked by employees shall be determined by the organisation and shall take into consideration the operational needs of the organisation and the special needs and family responsibilities of particular employee(s). The hours and days of work determined by the organisation may be changed by mutual agreement between the organisation and the majority of employee(s) concerned.

5.1 Ordinary Hours of Work

The ordinary hours of work for employees covered by this agreement, excluding meal breaks shall be an average of thirty-five (35) per week, over a four week cycle with no more than eight (8) hours worked on any one day.

The days and hours worked and the starting and finishing times will be set by the organisation taking into consideration the travel and family commitments of the employees and conveyed to each employee on commencement. The employee(s) starting and finishing times may be altered by the organisation at the discretion of the organisation but only following consultation with the employee(s) concerned.

5.2 Spread of Hours

The ordinary hours of work prescribed in this agreement may be worked on any of all of the days Monday to Friday between the hours of 6am and 6pm except for meal breaks which will be taken by mutual agreement between the organisation and the majority of the employees concerned.

If it is deemed necessary for an employee to work ordinary hours outside the spread of hours, the employee shall be paid a fifteen percent (15%) loading on all ordinary hours worked outside the spread of hours.

5.3 Overtime

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

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

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5.3.1 Monday to Saturday

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

5.3.2 Sundays

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

5.3.3 Holidays

All time worked on public holidays shall be paid as overtime at the rate of double time and one half with a minimum payment of four hours. Such payment shall be in substitution for and not cumulative upon provisions of Clause 6.7 **Public Holidays** of this agreement.

5.3.4 Banking of Overtime (Time off in lieu)

All employees may bank overtime hours worked (at single time) to be taken off in lieu of ordinary hours worked.

An employee who has banked overtime and wishes to take time off in lieu must do so at a time convenient to the organisation, the employee concerned and following approval of the General Manager or a delegated officer.

The organisation may direct an employee at any time to take time off in lieu of banked overtime.

Overtime may be banked up to a maximum of twenty (20) hours. Time off in lieu must be taken within four weeks of the overtime being worked.

If an employee has not taken time off in lieu within the four week period he/she shall be paid, the overtime so worked at the appropriate overtime rates.

5.4 Rostered Days Off (RDO'S)

To be eligible for a Rostered Day Off (RDO) employees must work seven point four (7.4) ordinary hours per day or thirty seven (37) ordinary hours per week with the additional time in excess of 7 hours per day or thirty-five (35) per week being aggregated for accrued (RDO) time which shall fall due after 19 ordinary work days or (140) ordinary hours.

The payment for the day off will be on the basis of 0.4 hours 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 unpaid leave.

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An employee may make application to the organisation to take an RDO. Where practicable the organisation will accommodate requests from employees to take particular days as RDO's to meet family responsibilities or other special requirements.

The organisation, with the agreement of the relevant employee(s), may substitute the day an employee(s) is to take an RDO for another day in the case of a breakdown in machinery or shortage of work, or to meet the requirements of the organisation or in the event of an emergency situation.

An individual employee, with the agreement of the organisation, may substitute the day the employee is to take an RDO for another day within that cycle.

In the event of sickness occurring on pre-arranged RDO, no sick leave deductions will be made, however, the employee shall retain the paid RDO payment for that day.

Overtime shall apply after seven point four (7.4) ordinary hours on any day or thirty-seven (37) hours in any week, when an employee is participating in the RDO system.

A day off on sick leave is one-fifth of a week or 7 hours.

Annual Leave, where the hours are arranged pursuant to this clause, shall be 19 lots of 7.4 hours (140 hours) plus a rostered leisure day.

A public holiday will be one-fifth of a week or 7 hours.

5.5 Meal Breaks

An unpaid meal break of not less than sixty (60) minutes will be taken according to the dictates of work requirements, but no greater than five (5) hours after the normal starting time of an employee. The length of time taken for a meal break may be varied by mutual agreement between the majority of employees and the organisation.

5.6 Overtime Meal Breaks

An employee required to work overtime for more than two (2) hours after or before the employees ordinary ceasing or starting time shall be allowed a paid meal break of twenty (20) minutes at single time. A further twenty (20) minutes meal break at single time shall be taken if the employee works more than six hours overtime. The Company may require an employee to work during meal breaks to monitor the process in the employees control in which case the employee shall be paid at the rate of time and one half for the period of the break.

5.7 Rest Pause (Morning Tea)

A fifteen minute sustenance break without loss of pay will be provided at a time agreed between the organisation and the employees taking into consideration the work requirements.

5.8 Alternate Duties

Where, due to Seasonal or other demand patterns, an employee cannot be gainfully employed within their normal work site/team, an employee may be required to work temporarily within any other Section of the Organisation on duties commensurate with the employees skills and competencies. The employee will not be financially disadvantaged by this redeployment.

5.9 Changes to 'Hours of Work'

The hours of work and the way in which work is scheduled may be changed by mutual agreement between an individual employee or a group of employees during the life of this agreement. Such agreement shall be in writing.

PART 6 - LEAVE

6.1 Sick Leave

Employees shall be entitled to ten (10) days sick leave per year on full pay. Such entitlement shall be due on the anniversary of the employee(s) commencement date.

The payment of sick leave shall be subject to the production of a medical certificate or other evidence satisfactory to the organisation (which may include a statutory declaration) following:

- (a) where an apparent pattern of absenteeism has been observed; or
- (b) two (2) days absences on any occasion; or
- (c) one (1) day before or after a public holiday.

Employees shall inform the organisation where practicable before 9.00am on the day of the absence of such inability to attend for duty and as far as practicable state the nature of the illness and or injury and the estimated duration of absence.

Where the employee does not notify the organisation of the employee's inability to attend for duty in accordance with this clause the said employee will not be entitled to payment for the first day of such absence.

Any portion of sick leave entitlement not taken in any one year shall be cumulative from year to year.

The payment for any absence on sick leave in accordance with this clause during the first three (3) months of employment of an employee may be withheld by the organisation until the employee completes such three (3) months of employment at which time the payment shall be made.

6.2 Carers Leave

Upon application by an employee leave may be granted 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

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

Leave granted in accordance to this clause shall be paid under the conditions of Sick Leave. (see Clause 6.1 Sick Leave).

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 per cent, calculated on the weekly ordinary rate of pay for the employee. Leave loading, will be payable on all annual leave due, but not on pro-rata annual leave.

If an employees service is terminated by the organisation the said employee shall be entitled to payment of Annual Leave Loading on all leave entitlements including pro-rata leave provided the employee has completed at least six (6) months continuous service with the organisation.

No Annual Holiday Loading payment will be payable for pro-rata annual leave if the employee is terminated pursuant to Clause 2.6 Summary Dismissal of this agreement or resigns from the organisation.

6.4 Long Service Leave

Long Service Leave shall be in accordance with the New South Wales Long Service Leave Act, 1955 as amended.

An application for Long Service Leave shall be for a minimum period of four weeks unless the employee has less than four weeks entitlement whereas the full entitlement must be taken.

6.5 Bereavement Leave

An employee shall on the death of a spouse, parent, child, step-child, brother, sister, grandparent, grandchild or parent-in-law, be entitled to leave up to and including the day of the funeral. Such leave shall be without deduction of pay, for a period not exceeding the number of hours worked by the employee in four (4) ordinary day's work.

Reasonable proof of such death shall be furnished by the employee to the organisation.

6.6 Public Holidays

Public Holidays shall be those gazetted as a public holiday throughout the State of New South Wales. These holidays include: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day and one additional day in substitution of the Union picnic day.

All permanent employees will be granted such holidays without deduction of pay.

6.6.1 Absent Without Leave

An employee absent without notifying the company on the day before or the day after any public holiday shall forfeit wages for the day of the absence as well as for the public holiday. Provided that an employee absent either before or after a group of holidays, shall forfeit wages for only one (1) public holiday as well as the period of absence.

Where the organisation is satisfied that the employee's absence was caused through illness or other acceptable reason(s), wages shall not be forfeited for the holiday.

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

6.7 Parental Leave

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

6.8 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.

6.9 Compassionate Leave

Paid/unpaid leave in excess of the provisions of clause 6.2 Carers Leave of this agreement to a maximum of four days may be granted to assist in circumstances of serious illness or injury of a family member. The approval and length of the leave will be at the discretion of the Company.

PART 7 – ORGANISATION POLICY AND PROCEDURES

7.1 Avoidance of Disputes and Grievance Procedure

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

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

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

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.

- (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.

7.1.2 Dispute or Grievance Resolution Procedure

Stage one

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

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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, he/she will advise their supervisor who will arrange a meeting with the Personnel 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 Executive 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 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.

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 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

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possession of alcohol or illegal drugs at work, theft of the organisation's 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 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 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 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.

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- (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.
- (c) 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 Production Manager it should be signed by all parties (including witnesses). The employee should be issued a copy in the presence of a witness and informed that it will be entered on his/her record.

Step 3: Final Written Warning

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

During the third counselling session the counsellor in the presence of a third party observer should:

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

The counselling/disciplinary interview record should be completed and kept on the employee's file. Once the final written warning is completed and authorised by the Executive 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 Executive 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 his/her 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 advocate of their choice present.

7.2.3 Serious Misconduct

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

Step 1

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

Step 2

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

Step 3

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

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

7.4 Workers Committees

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

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

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

- **Workers Committee**

Made up of supported employees who are elected representatives of supported employees from each section of the organisation.

- **Occupational Health & Safety Committee**

Made up of both supported and supervisory employees who are elected representatives of all employees of the organisation and management representatives and in accordance with the Occupational Health and Safety Act.

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

PART 8 - OCCUPATIONAL HEALTH AND SAFETY

8.1 Work Practices

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

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

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

8.2 Protective Clothing and Safety Equipment

The organisation shall provide, free of charge to employees, protective clothing and safety equipment in work situations where such provisions may be required under the Occupational Health and Safety Act 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 a factory environment or outside maintenance.

8.3 Worker's Compensation

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

8.4 First Aid

The organisation shall provide and maintain a suitable first aid outfit in accordance with the Occupational Health and Safety (First Aid) Regulations 1989, which shall be available to employees and – where practicable – a qualified first aid person for each work location shall be employed by the organisation.

8.5 Use of Tools

Employees required to use hand/power tools or equipment must only use such tools and/or equipment under direct supervision unless the said employee has received direct instruction

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from his/her supervisor that they may use the tool(s) without supervision. The supervisor when making the direction must ensure that the employee(s) have been appropriately trained and are competent to use the tools and equipment.

PART 9 - MISCELLANEOUS

9.1 Superannuation

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

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

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

SCHEDULE " A "

COMPETENCY BASED WAGE STRUCTURE

The Competency Based Wage Structure in this agreement is designed to remunerate employees in a fair and equitable manner and is 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 equitable method of reward for all employees and particularly those employees with disabilities who have medium to high levels of disability and who require medium to high levels of support and close to medium levels of supervision.

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

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

There are three distinct areas of work performance and assessment (*see Schedule "C" for Assessment Process*) within the competency based system, and remunerated according to predetermined wage levels and agreed assessment criteria. They are:

1. **Task Competencies** – Specific skills undertaken, to directly complete a job.
2. **Work Associated Competencies** – General vocational skills (referred to as "**CORE SKILLS**") necessary to maintain successful employment. These skills for people with a disability include punctuality, working consistently and team work. The need for work associated competencies is a determining factor of a supported employee's wages. It is also a key factor for employees with a disability to have a mix of social, work behavior and vocational skills to successfully proceed to open and/or self-employment opportunities.
3. **Output Competencies (Productivity)** – For people with a disability these are generally measured against levels of outputs generated by peers undertaking similar tasks, opposed to the more traditional measures of productivity for people without a disability, which are measured against pre-determined outputs established by management. Output Competencies include task related competencies at specific, measurable levels of output.

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

For people with a disability the percentage of Award wages contained in the table below represents the average output levels benchmarked by employees with a disability. It is calculated by the measurement of the performance of those employees with the skills at the respective levels,

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against the productivity set by the organisation and able to be achieved by an employee without a disability.

The Competency Based Wage Structure is the basis for the provision of minimum rates of pay as determined by a comparison of individual competencies against **SCHEDULE "B" Skills Matrix/Job Models**, and the first stage of a three-step wages continuum towards open and/or self-employment. The three stages are:

- Competency Based Wages
- Supported Wages (*Working with host employers*)
- Award Wages (*Open and/or self employment*)

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

SUPPORTED EMPLOYEE'S WAGE STRUCTURE

The minimum wage rates contained in the table below refer to the wage rates for a fortnight comprising seventy (70) hours work. The Agreement pro-rata Award Fortnightly Rate is calculated as follows: (Award Grade One, Weekly Rate + 38 x 35 x 2 x productivity percentage (refer to *Schedule "D"*) = Agreement Pro-rata Award Fortnightly Rate)

Wage Level	Skill Level Competencies Required	Award Weekly Rate \$	% of Award Rate \$	Agreement Pro-rata Award Fortnightly Rate \$	Agreement Hourly Rate \$
Entry Level.	<p><i>New Starter or High Support Needs</i></p> <ul style="list-style-type: none"> • Employee has very limited skill levels. • Employee is unable to obtain any measurable productivity. • Undertaking training to gain general vocational skills • Requires one on one supervision. • Being assessed to measure ability to move to Level 1. 	431.40	7%	55.63	0.7947
1	<ul style="list-style-type: none"> • Refer to SCHEDULE "B" Skills Matrix/Job Models. 	431.40	13.2%	104.85	1.4979
2	<ul style="list-style-type: none"> • Refer to SCHEDULE "B" Skills Matrix/Job Models. 	431.40	20%	158.94	2.2705

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3	<ul style="list-style-type: none"> Refer to SCHEDULE "B" Skills Matrix/Job Models. 	431.40	30%	238.41	3.4058
4	<ul style="list-style-type: none"> Refer to SCHEDULE "B" Skills Matrix/Job Models. 	431.40	36.2%	287.74	4.1106
5	<ul style="list-style-type: none"> Refer to SCHEDULE "B" Skills Matrix/Job Models. 	431.40	65%	516.54	7.3792
6	Performance Based Wage Level	431.40	13.2%	104.85	1.4979
	<ul style="list-style-type: none"> Refer to SCHEDULE "B" Skills Matrix/Job Models. 		to 100%	to 397.34	to 11.3526

Award Weekly Wage refers to Grade One contained in the Australian Liquor, Hospitality & Miscellaneous Workers Union Supported Employment (Business Enterprises) Award 1993.

ALLOWANCES

ALLOWANCE	AMOUNT
Meal Allowance	\$ 7.80 per meal.
<u>First Aid Allowance</u> – Being appointed by the organisation and a accredited First Aid Attendant.	\$ 1.85 per shift.
<u>Travel Allowance</u> – An employee required to use his motor vehicle on a casual or incidental basis.	\$ 0.51 per kilometer.

SCHEDULE "B"

SKILLS MATRIX AND JOB MODELS

SUPPORTED EMPLOYEES

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

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

During the life of the agreement the competencies may be expanded and further defined to enable all parties to have a clearer understanding of the skill requirements, employee performance and output (productivity) levels of each job model. The aim of the organisation is to create a wage assessment model which rewards an employee according to the acquisition and utilisation of competencies with components directly related to performance and output (productivity).

NOTE:

1. Employees must obtain all "Core Skills" at each level, up to the level of their particular job model.
2. Employees must obtain all the skills of the lower level in each job STREAM plus any other skills of other streams as required before progressing to a higher level.
3. Employees must remain on their transitional level for a minimum of 12 twelve weeks to allow for an assessment for re-grading to be conducted.

WORK GROUP	CORE SKILLS (All persons must attain) (these skills)	GROUND MAINTENANCE	LABOURRY
LEVEL 6	PERFORMANCE BASED WAGE LEVEL - Assessment at this level is based on individual performance and is at the discretion of the Company. The level is specifically designed to provide a mechanism for employees with minimum skill levels but high output (productivity) levels to be adequately remunerated.		
LEVEL 5	<ul style="list-style-type: none"> • CS21 - Participate in allocation of team tasks. • CS23 - Supervise the work of others. • CS24 - Co-ordinate work of others. 	<p>Unit of Competency</p> <ul style="list-style-type: none"> • Handling chemicals. 	<p>Unit of Competency</p> <ul style="list-style-type: none"> • Handle chemicals. • Start up and shut down equipment.
		KPI	KPI

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<p>LEVEL 4</p>	<ul style="list-style-type: none"> • CS16 - Basic problem solving. • CS17 - Workplace numeracy. • CS18 - Workplace literacy • CS19 - Plan and organise own work • CS20 - Plan and organise others work. • CS22 - Assist in training others at work. 	<ul style="list-style-type: none"> • Tree and plant care. • Operate spray equipment. 	<ul style="list-style-type: none"> • Perform rewash. • Load pressing/ironing invoicing on computer.
<p>LEVEL 3</p>	<ul style="list-style-type: none"> • CS26 - Participate in a team to achieve given tasks. • CS11 - Take responsibility for own work. • CS28 - Contribute to Quality Control. 	<ul style="list-style-type: none"> • Attach trailer to vehicle • Operate motorised edger. • Operate ride on mower. • Customer service. • Work schedules • Business practices. 	<ul style="list-style-type: none"> • Clean machines and dryers. • Fold washed items • Stack and wrap linen.
<p>LEVEL 2</p>	<ul style="list-style-type: none"> • CS07 - Follow an established schedule. • CS13 - Basic workplace numeracy. • CS16 - Basic workplace literacy. • CS14 - Respond to enquiries. • CS25 - Cleaning tasks 	<ul style="list-style-type: none"> • Use lawn mower. • Operate brushcutter. • Operate Blower/Vac. • Use Hand Tools. • Maintenance of equipment. 	<ul style="list-style-type: none"> • Load washing machines. • Operate washing machines. • Unload washing machines. • Load dryer. • Operate dryer. • Unload dryer.
<p>LEVEL 1</p>	<ul style="list-style-type: none"> • CS01 - Basic Communication Skills • CS02 - Workplace Communication. • CS03 - Work Co-operatively with others. • CS04 - Staying on the job. • CS05 - Making choices at work • CS10 - Maintain Personal Health and Hygiene. • CS12 - Contribute to Health and safety of the Workplace. • CS18 - Participate in a Team. • CS09 - Implement Emergency Procedures. • CS13 - Using own workspace. • CS27 - Understand personal Health & Hygiene requirements of the job. 	<ul style="list-style-type: none"> • Cleaning. • Load and Unload Vehicles. • Basic Ground Maintenance. • Prepare for Job. 	<ul style="list-style-type: none"> • Basic cleaning • Load and unload vehicles. • Collect, receive and sort washing.

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<p>ENTRY LEVEL 1 High Dependency on 1 support undertaking Work Experience</p>	<ul style="list-style-type: none"> ◆ Employee has very limited skill levels. ◆ Employee is unable to obtain any measurable productivity. ◆ Undertaking training to gain general vocational skills. ◆ Requires one on one supervision ◆ Being assessed to measure ability to move to level 1. 				
<p>WORK GROUP</p>	<p>CORE SKILLS (All persons must attain) (these skills)</p>	<p>GROUND MAINTENANCE</p>		<p>LAUNDRY</p>	

SCHEDULE "B"

SKILLS MATRIX AND JOB MODELS

SUPPORTED EMPLOYEES

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

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

During the life of the agreement the competencies may be expanded and further defined to enable all parties to have a clearer understanding of the skill requirements, employee performance and output (productivity) levels of each job model. The aim of the organisation is to create a wage assessment model which rewards an employee according to the acquisition and utilisation of competencies with components directly related to performance and output (productivity).

NOTE:

1. Employees must obtain all "Core Skills" at each level, up to the level of their particular job model.
2. Employees must obtain all the skills of the lower level in each job STREAM plus any other skills of other streams as required before progressing to a higher level.
3. Employees must remain on their transitional level for a minimum of 12 twelve weeks to allow for an assessment for re-grading to be conducted.

WORK GROUP	CORE SKILLS (All persons must attain) (these skills)	IRONING BASSET	Unit of Competency	KPI	Unit of Competency	KPI
LEVEL 6	PERFORMANCE BASED WAGE LEVEL - Assessment at this level is based on individual performance and is at the discretion of the Company. The level is specifically designed to provide a mechanism for employees with minimum skill levels but high output (productivity) levels to be adequately remunerated.					
LEVEL 5	<ul style="list-style-type: none"> • CS21 - Participate in allocation of team tasks. • CS23 - Supervise the work of others. • CS24 - Co-ordinate work of others. 					

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<p>LEVEL 4</p>	<ul style="list-style-type: none"> • CS06 - Basic problem solving. • CS17 - Workplace numeracy. • CS18 - Workplace literacy. • CS19 - Plan and organise own work. • CS20 - Plan and organise others work. • CS22 - Assist in training others at work. • CS26 - Participate in a team to achieve given tasks. • CS11 - Take responsibility for own work. • CS28 - Contribute to Quality Control. 	<ul style="list-style-type: none"> • Use cash register. 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> •
<p>LEVEL 3</p>	<ul style="list-style-type: none"> • CS07 - Follow an established schedule. • CS15 - Basic workplace numeracy. • CS16 - Basic workplace literacy. • CS14 - Respond to enquiries. • CS25 - Cleaning tasks. 	<ul style="list-style-type: none"> • Customer service. • Business practices. 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> •
<p>LEVEL 2</p>	<ul style="list-style-type: none"> • CS01 - Basic Communication Skills. • CS02 - Workplace Communication. • CS03 - Work Co-operatively with others. • CS04 - Styling on the job. • CS05 - Making choices at work. • CS10 - Maintain Personal Health and Hygiene. • CS12 - Contribute to Health and safety of the Workplace. • CS08 - Participate in a Team. • CS09 - Implement Emergency Procedures. • CS13 - Using own workspace. • CS27 - Understand personal Health & Hygiene requirements of the job. 	<ul style="list-style-type: none"> • Work scheduling. • Hang/Fold items. • Use Elima and roller press. 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> •
<p>LEVEL 1</p>	<ul style="list-style-type: none"> • CS01 - Basic Communication Skills. • CS02 - Workplace Communication. • CS03 - Work Co-operatively with others. • CS04 - Styling on the job. • CS05 - Making choices at work. • CS10 - Maintain Personal Health and Hygiene. • CS12 - Contribute to Health and safety of the Workplace. • CS08 - Participate in a Team. • CS09 - Implement Emergency Procedures. • CS13 - Using own workspace. • CS27 - Understand personal Health & Hygiene requirements of the job. 	<ul style="list-style-type: none"> • Cleaning. • Load and Unload Vehicles. • Collect and receive ironing. • Sort ironing. • Prepare to iron. • Ironing. 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> •

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<p>ENTRY LEVEL 1 High Dependency 1 on 1 support undertaking Work Experience</p>	<ul style="list-style-type: none"> • Employee has very limited skill levels. • Employee is unable to obtain any measurable productivity. • Undertaking training to gain general vocational skills. • Requires one on one supervision. • Being assessed to measure ability to move to Level 1. 				
<p>WORK GROUP</p>	<p>CORE SKILLS (All persons must attain) (these skills)</p>	<p>IRONING BASKET</p>			

SCHEDULE " C "

SKILLS ASSESSMENT

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

Assessment in a Competency-Based System

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

Definition of Competency

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

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

Definition of Assessment

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

Evidence

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

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

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

Evidence can be:

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

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

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

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

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

Judgement

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

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

The Purpose of Assessment and of Assessment Systems

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

The assessment will be conducted to:

- Assist and support an employee's gaining of competency in the workplace by monitoring the quality of his/her work performance and his/her rate of progress towards the achievement of the competency standard.
- Enable supervisors and training personnel to identify what skills or individual or a number of employees working in a related area holds competencies. This process will assist to identifying the education and training needs of an employee or group of employees with the objective of avoiding unnecessary training,
- Determine whether an employee has achieved a particular unit of competency, or set of competencies, for the purpose of:
 - Confirmation of quality and level of performance.
 - Formal recognition of the employee's skills.
 - Placement within the Agreement Levels Structure (*Skills Matrix/Job Model*), Schedule "B".
 - Readiness for progression to a higher level.

The Assessment System

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

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

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

The Role and Responsibility of Assessors

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

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- Interpret the criteria;
- Use expertise to make judgements;
- Ensure that standards have been met; and
- Ensure that evidence of competency is sufficient.

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

Assessor Competency Standards

Competency Unit	Competency Element
Plan assessment	<ul style="list-style-type: none">• Identify assessment context.• Establish evidence required.• Select and explain the assessment procedure.
Carry out Assessment	<ul style="list-style-type: none">• Gather evidence.• Make the Assessment decision.• Provide feedback during assessment.
Record assessment results and review the procedure.	<ul style="list-style-type: none">• Record assessment results.• Provide feedback to employee being assessed.• Review the procedure.

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

SCHEDULE " D "

PRODUCTIVITY ASSESSMENT TOOL PRO-RATA AWARD BASED WAGES

The measure of productivity and the establishment of Pro-rata Award Based Wages in this agreement will take into consideration the dual focus of the business, which is to:

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

In doing so the Company must work within the framework established by the funding body, the Commonwealth Department of Family and Community Services, and the Disability Service Standards.

The relevant standard is:

STANDARD 9 – Employment Conditions

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

To meet this standard the Company must also comply with the Department of Family and Community Service, Quality Assurance System. The system sets Key Performance Indicators (KPI's) for each Standard. The relevant KPI for wages is KPI 9.1 which states:

KPI 9.1

"The service ensures that when people with a disability are placed in open or supported employment that their wages are paid according to a relevant award, order or industrial agreement consistent with legislation. These wages are not to be reduced because of incapacity to pay or similar reasons. Where a person is unable to work at full productive capacity due to disability, the service is to ensure that pro-rata wages based on an award, order or industrial agreement is paid. This pro-rata wage must be determined through a transparent assessment tool process, such process as the Supported Wage System (SWS), or tools that comply with the criteria referred to in the Guide for Good Wage Determination including: compliance with relevant legislation; validity; reliability; wage outcomes; and practical application of the tool".

DEPARTMENT OF FAMILY AND COMMUNITY SERVICE ASSESSMENT TOOL

The Commonwealth Department of Family and Community Service are in the process of developing an appropriate Pro-rata Award Based Wage assessment tool for Business Services. The tool when implemented will meet the requirements of KPI 9.1.

The Company and employees may agree to adopt this assessment tool when developed for employees covered by this agreement, provided:

- (a) the employees are not paid less wages or disadvantaged when implemented against the current wage assessment process .
- (b) the minimum skill level following implementation does not exceed the minimum skill level of employees currently employed.
- (c) the introduction of the assessment tool does not compromise the dual focus of the business.

CURRENT ORGANISATION ASSESSMENT TOOL

The current pro-rata award based wage assessment tool for employees covered by this agreement is based on the acquisition of skills (competencies) and the measurement of productivity (output) of employees at each skill level. A productivity percentage of the appropriate award wage is set by the Company taking into consideration:

- (a) the identification of each task (*part of a whole job*) undertaken by the employee(s).
- (b) the skills held by employee(s) at each level (**SCHEDULE "B" Skills Matrix/Job Models**), Core skills plus Tasks skills, and
- (c) the benchmarking of performance of those employees at each level (**SCHEDULE "B" Skills Matrix/Job Model**).

Productivity Measure % of Award Wage

The measurement of productivity, percentage of award wages contained in the agreement is calculated as follows:

- (1) establishing benchmarks of each task skill within each skill level and comparing each employees output against the benchmark.
- (2) calculating a cost per task output for a person with a disability performing single or multiple tasks associated with a job, compared to an able body employee for completion of the whole range of task associated with a job.

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

- (3) The overall measurement of productivity (output) of each stream of work and of the Company.
- (4) Comparison of the percentage of productivity of output by an individual employee against the measure of productivity of each stream of work or the Company. *(This comparison is only used to establish if the employee(s) pro-rata award wage percentage is within the relevant productivity range of the organisation).*

Productivity Measure

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

$$\text{Productivity} = \frac{\text{Goods and Services (Sales)}}{\text{Labour} + \text{Energy} + \text{Materials} + \text{Capital (Cost of goods sold)}}$$

Therefore to increase productivity the Company must either increase Sales or reduce the Cost of goods sold.

Labour costs in Business Services includes all those extraordinary cost associated with the employment of people with a disability, including supervision, attending to personal and medical needs, training labour down time etc. and should be offset against the funding received from the funding body for the purpose of employing people with a disability.