

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/266

TITLE: Mai-Wel Ltd Enterprise Agreement 1999

I.R.C. NO: 99/5002

DATE APPROVED/COMMENCEMENT: 29 September 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 38

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees who are eligible for and in receipt of a Disability Support Pension

PARTIES: Mai-Wel Pty Ltd -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch

MAI-WEL Ltd ENTERPRISE AGREEMENT 1999

FILED

16 SEP 1999

OFFICE OF THE INDUSTRIAL
REGISTRAR

1. TITLE

This agreement shall be known as the "Mai-Wel Ltd Enterprise Agreement 1999"

2. APPLICATION

This agreement shall be read and interpreted in conjunction with the Australian Liquor, Hospitality and Miscellaneous Workers Union Supported Employment (Business Enterprises) Award or any award made in succession thereof, or varied from time to time, provided that where the provisions of the award is inconsistent with the provisions of this agreement, the provisions of this agreement shall apply to the extent of any inconsistencies.

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PART 1 PURPOSE

1.1 Intention

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

Our intention is to create an environment which 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.

A workplace consultative committee representative of both management and employee stake holders will review and oversee the implementation of this agreement.

1.2 Duress

This agreement was not entered into under duress by any party to it. Independent advocacy support and training has been provided for people with a disability. The support and involvement of industrial advocates for all employees covered by this agreement has been actively encouraged and supported by the company.

1.3 Incidence

1.3.1 This Enterprise Agreement shall govern the minimum wages and conditions of employment of all persons engaged in the performance of all work in or in conjunction with, or incidental to a "prescribed service" or "eligible organisation" as defined by the Disability Service Act 1986 (as amended) which operates a supported employment business enterprise which employs able body workers and people with a disability in either a workshop, enclave, work crew or small business enterprise operated by the company.

This agreement represents the minimum employment conditions provided by the company for supported employees. The company reserves the right to provide conditions over the agreed minimum in response to individual circumstances. Such arrangements shall be treated as confidential between the company and the employee(s) concerned and shall in no way represent any precedent that is in any way binding on either the company or its employees.

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It is acknowledged that the organisation and services covered by this enterprise agreement do not, as a general rule, operate pure employment services in a strictly commercial sense. Rather, the organisations operate in an employment like environment in which a range of additional services are provided, including vocationally-related training, work experience, assistance with progression to open employment (where possible) and a range of support services. Thus, the primary relationship that exists between the service agency and its "employees" who have a disability 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 serviced concerned and may impact on the conditions of employment that can be provided.

The company recognises the special needs of people with a disability in respect of their understanding of most industrial and employment condition matters and so undertakes to inform their nominated advocates in such matters that will impact on their employment. Advocates may include guardians, family members, friends, a union or anyone nominated by the person.

This agreement shall be binding upon;

The operations of Mai-Wel Limited (hereafter referred to as "the Company") with the registered office at 115a South Street, TELARAH 2320; and

1.3.2

all employees of The Company engaged in the classifications specified in Clause 3.1 Classifications of this agreement.

1.4 Date and Period of Operation

This agreement shall operate from the date of certification and remain in force for a period of two years.

1.5 No Extra Claims

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

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1.6 Demarcations

It is agreed there will be no demarcations other than those arising from individual levels of skill

1.7 Industrial Action

No industrial action will be taken during the life of this agreement in support of causes influenced by organisations outside the company sphere, except for National or State stoppages whereas the individual employee will have the option to participate at his/her discretion.

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PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Terms of Engagement

Upon engagement, the company shall provide each new employee with a written Terms of Engagement encompassing a job description which sets out the basic terms and conditions employment. The duly signed copy by the employee shall be returned to the company on commencement.

2.2 Engagement

2.2.1 Permanent Employees

Except for casual and/or part-time employees, engagement shall be by the week.

2.2.2 Part-Time Employees

A part-time employee shall mean an employee who is employed to work less than 37 ½ hours per week on regular days and regular hours.

Other than where specified in this agreement, part-time employees shall receive conditions of the Enterprise Agreement 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 five per cent (25%) 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.

Casual employees shall be engaged for a minimum of 3 hours on any one occasion.

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.

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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 and the employee being advised regularly of their performance outcomes. Following the probation period the employee will be further advised in writing as to the continuation of employment, such continuation being dependant on the employee obtaining an acceptable standard of performance.

2.4 Termination of Employment

In order to terminate the employment of an employee the company 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

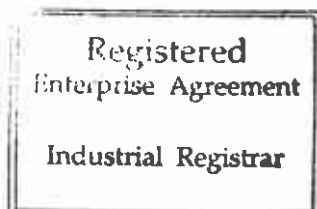
The period of notice is increased by one week if the employee is over 45 years of age and has completed at least 2 years continuous service with the company.

The notice of termination required to be given by an employee shall be the same as that required of the company, 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.

2.5 Performance of Work

Employees will perform all work within their skill and competence, including work that 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.



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2.6 Summary Dismissal

Notwithstanding the provision of subclauses 2.3 and 2.4 the company shall have the right to dismiss any employee without notice for serious misconduct, which justifies instant dismissal - including but not limited to - refusal of duty or failure to obey the OH & S Act and associated regulations in which case the employee shall be paid up to the time of dismissal only.

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PART 3-DEFINITIONS, SKILL DEVELOPMENT, EDUCATION AND TRAINING

3.1 Classifications

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

Company Induction

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

Job Classification Levels are stated for each business site.

INTRODUCTORY LEVEL

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 Supported Employee Level 1.

An employee appointed to this level may be required to perform any of the duties associated with the 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:

Hunter PACE Setters

1. Stacking and assisting operator
2. General cleaning

Hunter Business TimeSavers

1. Putting items into bags.
2. Simple folding not critical to measure.
3. Stamping products, not critical to position.
4. Labelling products, not critical to position.

Caroline Chisholm Café

1. Sweeping and mopping floors
2. Cleaning surfaces after food preparation and cooking
3. Washing and drying dishes
4. Folding napkins/serviettes
5. Identify and retrieve stock

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6. Identify equipment
7. Maintain a high level of hygiene by regularly washing hands and practicing personal hygiene.

Hunter Grounds and Garden

1. Bagging Grass
2. General cleaning
3. Using basic hand tools
4. Hand held watering

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

SUPPORTED EMPLOYEE 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 beyond those of an Introductory Level employee and undertakes additional training to enable the employee to progress to Supported Employee Level 2.

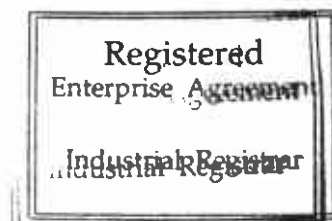
An employee appointed to this level may be required to perform any of the duties of an Introductory Level employee and any of the duties associated with this position for which they have been trained. He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following:

Hunter PACE Setters

1. Painting of pegs
2. Shredding paper
3. Use of hand tools
4. Manufacture of "S" hooks
5. Yard maintenance
6. Drilling of timber with supervision
7. Pallet construction with supervision
8. Use of nail gun with supervision
9. Vehicle cleaning with supervision

Hunter Business TimeSavers

1. Counting items for packaging - numbered up to 20.
2. Inserting items correctly into envelopes and bags.
3. Sealing envelopes.
4. Basic photocopying with supervision.
5. Basic copy printing with supervision.
6. General cleaning.



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Caroline Chisholm Café

1. Cleaning dining tables of soiled dishes and locate to dish washing area
2. Fill sugar bowls, salt & pepper containers and salad dressing dispensers
3. Empty dishwasher after wash cycle completed and locate crockery and cutlery to correct areas.
4. Filling of all condiments bottles for sandwich bar and griddle area
5. Cleaning of microwave oven, milkshake maker, food processor and electric meat slicer
6. Cleaning of cool room shelving and floor, dry store shelving and toilets

Hunter Grounds and Garden

1. Motor Mowing
2. Push mowing with no catcher
3. Use of brush cutter for non critical work

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

SUPPORTED EMPLOYEE LEVEL 2

An employee at this level performs a range of varied but simple tasks above those of a Supported employee Level 1, 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 Supported Employee Level 1 and undertakes additional training to enable the employee to progress to Supported Employee Level 3.

An employee appointed to this level may be required to perform any of the duties of a Supported Employee Level 1 and any of the duties associated with this position for which he/she has 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:

Hunter PACE Setters

1. Drilling of timber without supervision.
2. Pallet construction without supervision.
3. Vehicle cleaning without supervision.
4. Use of nail gun without supervision.

Hunter Business TimeSavers

1. Performing more complex tasks on photocopier such as double siding, reducing and enlarging.
2. Performing more complex tasks on copyprinter such as double siding, reducing, enlarging.
3. Use of glue sticks
4. Collating

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5. Folding to accurate measure by hand
6. Using plastic sealing machine

Caroline Chisholm Café

1. Cleaning of all glass, chrome and stainless steel surfaces
2. Cleaning of refrigeration and freezer units
3. Cleaning of oven and stove tops
4. Identifying switch on/off points for all major equipment
5. Checking and changing soiled tablecloths
6. Identify the different types of hot and cold beverages
7. Identify the different types of prepared foodstuffs
8. Identify table numbers
9. Polish cutlery

Hunter Grounds and Garden

1. Motor mowing with catcher
2. Brush cutter - semi critical work
3. Ride on mower - non critical work
4. Blower/Vac operation
5. Fuelling of power mower and brush cutter

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

SUPPORTED EMPLOYEE LEVEL 3

An employee at this level performs a range of varied tasks above those of a Supported Employee 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 Supported Employee Level 2 and is undertaking additional training to enable the employee to progress to Supported Employee Level 4.

An employee appointed to this level may be required to perform any of the duties of a Supported Employee 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:

Hunter PACE Setters

1. Refurbishment of thermocouples.
2. Bandsaw operation with supervision.
3. Use of planner with supervision.
4. Spray painting with supervision.

Hunter Business TimeSavers

1. Shrink wrap machine
2. Cutting fabric/materials for sewing

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3. Covering books
4. Laminating machine
5. Taping dye sublimation products.

Caroline Chisholm Café

1. Safely use food processor
2. Mix master
3. Milkshake maker
4. Milkshake syrup dispensers
5. Delivery of hot and cold beverages to tables
6. Delivery of hot and cold prepared foods to tables
7. Fill coffee grinder
8. Initial answering of telephone
9. Place prepared product into refrigerated sandwich bar and hot bain-marie
10. Check daily stock for deep fryers and griddle
11. Set up implements for sandwich making, griddle and fryers
12. Pack dishwasher with soiled cutlery and crockery
13. Microwave ovens
14. Convection oven
15. Toaster/ovens to timer
16. Set-up tables with table cloths, menus, comment cards, salt & pepper, sugars and salad dressings.
17. Clean Espresso machine

Hunter Grounds and Garden

1. Brush cutter critical work
2. Routine maintenance of push mower and brush cutter including checking and filling of fluids
3. Pro active in dealing with own work schedule
4. Ride on mower - semi critical work
5. Fuelling of ride on mower

SUPPORTED EMPLOYEE LEVEL 4

An employee at this level performs a range of varied tasks above those of a Supported Employee 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 Supported Employee Level 3 and undertakes additional training to enable the employee to progress to Supported Employee Level 5.

An employee appointed to this level may be required to perform any of the duties of a Supported Employee Level 3 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:

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Hunter PACE Setters

1. Operating radial arm saw
2. Operate router
3. Spray painting without supervision.

Hunter Business TimeSavers

1. Dye Sublimation Heat presses
2. Answering telephone enquiries and recording.
3. Hot melt glue gun
4. Manual shrink wrapping
5. Changing ink and master roll and copy printer
6. Changing toner in photocopier
7. Making up badges
8. Sewing machine
9. Organising mail and staff for parcel run.

Caroline Chisholm Café

1. Correctly match cutlery to order for delivery to the table
2. Plate up sweets for delivery to tables
3. Check in newly arrived stock from invoice and order book
4. Pack newly arrived stock away in date order
5. Travelling to and from bank and depositing daily takings
6. Travelling to and from the bank for coin and note change.



Hunter Grounds and Garden

1. Ride on mower critical work
2. Routine maintenance of ride on mower including checking and refilling fluids

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

SUPPORTED EMPLOYEE LEVEL 5

An employee at this level performs a range of varied tasks above those of a Supported Employee 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 Supported Employee Level 4 and undertakes additional training to enable the employee to progress to Supported Employee Level 6.

An employee appointed to this level may be required to perform any of the duties of a Supported Employee 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:

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Hunter PACE Setters

1. Set up and operate bandsaw without supervision.
2. Set up and operate planer without supervision.
3. Manufacture of packing blocks and wedges
4. Organise small work groups for short periods during the day.
5. Assisting Support Worker maintain quality assurance levels.
6. Fill gas bottle for forklift
7. Operate all tools.
8. Calibrate measurements on cutting list.
9. Set jigs for pallet construction unsupervised.

Hunter Business TimeSavers

1. Use of scales
2. Paper guillotine
3. Reading addresses and correct delivery of mail
4. Cutting plastic to size for book covering
5. Assisting support worker maintain quality assurance levels

Caroline Chisholm Café

1. Identify different slicing and cutting styles for meat and vegetables
2. Execute different slicing and cutting styles for meats and vegetables
3. Prepare all types of hot beverages from espresso machine
4. Take table orders on written note pads.
5. Prepare speciality coffees
6. Prepare meats for griddle and deep fryers

Hunter Grounds and Garden

1. Ride on mower - very critical work
2. Load and unload ride on mower
3. Hitch and unhitch trailer.
4. Liaising with customer contacts
5. Organise small work teams for short periods during day (ie up to one hour)

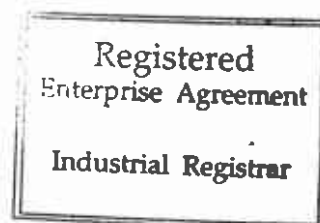
other duties for which the employee has been trained and deemed necessary by the company to complete a task at this grade.

SUPPORTED EMPLOYEE LEVEL 6

An employee at this level performs a range of varied tasks above those of a Supported Employee Level 5, 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 Supported Employee Level 5.

An employee appointed to this level may be required to perform any of the duties of a Supported Employee 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



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procedures. The duties of an employee at this level shall include but are not limited to the following:

Hunter PACE Setters

1. Assisting in construction
2. Fork lift driver
3. Class 1A Drivers Licence
4. Able to construct shipping crates without assistance
5. Assist support workers with staff training and supervision.
6. Minimal supervision

Hunter Business TimeSavers

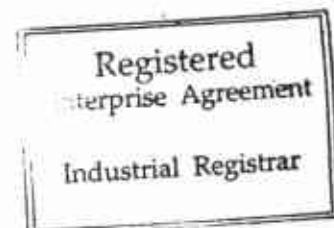
1. Folding machine
2. General maintenance of all machinery
3. Metal guillotine
4. Aligning transfers for dye sublimation printing
5. Preparation of banking
6. Simple artwork and layout
7. Computer
8. General office administration
9. Driving van
10. Overseer O.H. & S. requirements
11. Assisting support workers with staff training and supervision.

Caroline Chisholm Café

1. Short order cooking on griddle and deep fryers
2. Slicing breads
3. Preparing rolls and sandwiches
4. Plating hot meals
5. Cash register
6. Reconciling cash register after Z ring out
7. Preparing banking
8. Recording daily takings in cash book
9. Placing orders with suppliers
10. Supervision of staff
11. Liaison with Team Leader on training of staff
12. Preparation of food products that require a high skill level
13. Overseeing OH & S requirements
14. Maintaining quality assurance levels
15. Answering telephone enquiries.

Hunter Grounds and Garden

1. Safe and effective use of poisoning units
2. Mixing of fuels
3. Class 1A Drivers Licence
4. Overseeing OH & S requirements
5. Maintaining quality assurance levels
6. Organise small work teams for longer periods during the day (up to 3 hours)



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

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 Company recognises that appropriate training and development is critical for all employees. Training and development will be directed towards a highly skilled and productive work force, a supportive working environment designed to broaden an employee's skills base.

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

The Company will endeavour to provide employees with career opportunities through appropriate training and education. Training programmes 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 arranged to be included as part of an employee's normal working hours.

A structured orientation programme 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 programmes which are appropriate to their work. Supported employees may attend full time training in order to enhance their career aspirations provided that production levels are not adversely affected.

Employees may be required to perform work which, while primarily involving the skills of the employee's calling, are incidental or peripheral to the primary

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task, but will facilitate the completion of the whole task. Such incidental or peripheral work would not required 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.

3.2.4 Performance Review

A review of an employee's performance shall take place three months after commencement. A further review shall take place six months after commencement and every 12 months thereafter.

Progression through the levels structure is dependant upon the aspirations of the employee and the needs within the structure of the organisation.



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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 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 the Company personnel with the appropriate workplace assessor qualification. In the event that an employee wishes to appeal against the assessed skill level, he/she may appeal to the team leader for a review. The review will be repeated in house, the results discussed and if the supported employee is not satisfied at this stage an independent assessor will be contracted.

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 Company may require an employee to work a reasonable amount of overtime as and when required. 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.

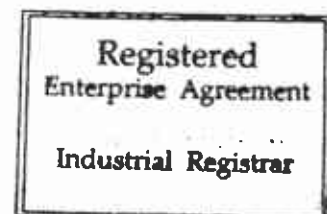
In the computation of overtime each day shall stand alone. For the purposes of this clause, a day shall mean "from the commencement of one ordinary shift to the commencement of the next ordinary shift".

4.2.1 Monday to Friday

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 is to continue until the completion of the overtime work.

4.2.2 Saturday

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



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4.2.3 Sunday and Holidays

An employee shall be paid at the rate of double time for all work done on Sundays, such double time to continue until the completion of the Sunday overtime work.

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

An employee shall, when called upon to work a public holiday, be guaranteed a minimum payment of four hours.

4.2.4 Time Off in Lieu of Overtime

- i. On the approval of the Company, employees may work overtime and may take off time accumulated by so working in lieu of overtime, but only under the following conditions:
- ii. An employee may only be released from duty in lieu of payment for overtime at the request of the employee and with the agreement of the employer. Such agreement shall be in writing and kept with the time and wages records.
- iii. An employee may not accumulate more than 20 hours to be taken as time off in lieu of overtime payment and shall be taken within four weeks of the accrual. Where such leave is not taken in this period it shall be paid for at the appropriate overtime rate.
- iv. This provision shall only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday, Sunday and Public Holidays shall apply for those days.

4.3 Payment of Wages

Wages shall be paid weekly.

The selected pay day shall not be changed without agreement of the majority of employees and the company.

Upon termination of employment, wages due to an employee shall be paid on the date of termination by direct deposit to employee's bank account.

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



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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 of \$5.80.

Provided that where the company 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 company business shall be paid a mutually agreed allowance 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.

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PART 5 - HOURS OF WORK

5.1 Ordinary Hours of Work

Ordinary working hours shall be an average of thirty seven & half (37½) hours per week, Monday to Friday, over a two (2) week period.

During the months of October, November, December and January, employees of Hunter Grounds and Garden may be required to work every second Saturday which shall be accrued as time in lieu of overtime payment, at single time, to be taken during the months of April, May, June or July. Where such leave is not taken in this period, it shall be paid for at the appropriate rate.

5.2 Spread of Hours

The ordinary hours of work prescribed within this agreement may be worked on any day or all of the days of the week, Monday to Friday. The ordinary hours of work shall be worked continuously, except for meal breaks, at the discretion of the company between six (6.00) am and six (6.00) pm: Provided that the spread of hours may be altered by mutual agreement between the company the majority of the employees concerned.

5.3 Meal Breaks

An unpaid meal break of not less than one half hour will be taken according to the dictates of work requirements, not less than three hours but no greater than five hours after the normal starting time of an employee.

5.4 Saturday Ordinary Time Week

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

5.5 Rest Pause

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

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PART 6 - LEAVE

6.1 Sick Leave

6.1.1 Subject Clause 6.1.5, full time employees shall be entitled to five (5) days sick leave during the first year of service and ten (10) days sick leave during the second and subsequent years of service on full pay. Part-time employees will accrue sick leave entitlements on a pro-rata basis.

6.1.2 Employees shall inform his/her immediate supervisor of such inability to attend for duty, where practical, within one (1) hour of the employee's normal commencement time.

Where the employee does not notify the company of the employee's inability to attend for duty in accordance with this sub-clause the said employee shall not be entitled to payment for the first eight (8) hours of such absence.

6.1.3 Any portion of sick leave entitlement not taken in any one year, shall be cumulative from year to year to a maximum of ten (10) weeks sick leave. No payment will be made for any sick leave outstanding at the time of resignation or retirement unless such resignation or retirement is caused by ill health.

6.1.4 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 company until the employee completes such three (3) months of employment at which time the payment shall be made.

6.1.5 For periods of sick leave of two (2) days or less employees may claim their sick leave entitlements without the production of a Doctor's Certificate. For periods in excess of two (2) days a Doctor's Certificate is required prior to payment being made.

6.2 Family 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; or

(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; or

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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), a grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (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 relative by blood, marriage or affinity;
 - ii. 'Affinity' means a relationship that one spouse because of marriage has to look after relative of the other; and
 - iii. 'Household' means a family group living in the same domestic dwelling.
- (d) Leave granted in accordance to this clause shall be deducted from the employees sick leave entitlement.

6.3 Annual Leave

6.3.1 Entitlement

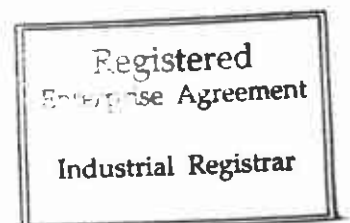
Except where altered to grant additional leave privileges the Annual Holidays Act, 1944 as amended, shall apply in all respects.

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.

Loading shall be payable after six months continuous service with the company in respect of all annual leave due and accrued annual leave on the termination of employment by the company.

An employee may accrue annual leave to a maximum of six weeks at which time the company may require that leave be taken.



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6.4 Long Service Leave

Long Service Leave shall be in accordance with the New South Wales "Long Service Leave Act, 1995" as amended.

6.5 Bereavement Leave

Paid leave of three (3) days will be provided for the death of an immediate family member.

An additional two days leave may be granted if the death of the immediate family member and subsequent arrangements are interstate or overseas.

If required by the company, approval of such leave will be based on suitable proof being provided by the employee.

6.6 Compassionate Leave

Paid/unpaid leave in excess of the provisions of clause 6.2 Family Leave of this agreement or where genuine need or hardship arises, may be granted. The approval and length of the leave will be at the discretion of the Chief Executive Officer.

6.7 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 Picnic Day. Show holiday ,(if Maitland City Council gazetted) will normally be taken during the Christmas / New Year break.

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

6.7.1. 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.

Where the company is satisfied that the employee's absence was caused through illness or other acceptable reason(s), wages shall not be forfeited for the holiday. Provided that an employee absent either before or after a group of holidays, shall forfeit wages for only one public holiday as well as the period of absence.

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Where an employee is required to work on a public holiday and is absent without a reasonable excuse or without consent of the company, 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 company 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 company 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 company.

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PART 7 - COMPANY 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.

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 sought about through consultation. However, if in-house consultation and negotiation is exhausted without resolution of the disagreement or dispute, the parties shall jointly or individually refer the matter to the Australian Industrial Relations Commission for assistance in resolving the dispute.

7.1.1. RESOLUTION PROCEDURE

Step One

In the event of a grievance, the parties concerned should seek to work out a solution by mutual conciliation. Where the grievance exists between two supported employees they may seek the assistance of a support worker to arrive at a resolution.

Step Two

Should mutual conciliation fail to resolve the dispute, either party may decide to inform their immediate supervisor of the complaint and a suggested resolution. The receiver of the complaint then attempts to identify a workable and courteous way of resolving the issue and an agreed time frame. Should the person making the complaint desire the assistance of an advocate every assistance will be given to help them find a person or agency that is able to assist them.

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Step Three

Should this not resolve the dispute to the satisfaction of both parties, either party may decide to take the complaint to the next organisational level. They (or their advocate) must inform their immediate supervisor that the matter will be taken up with the C.E.O.

The C.E.O. then hears all sides to the dispute, makes any necessary investigations and decides on a course of action that has the potential to resolve the matter. This is then put to the parties and discussed. The C.E.O. has the right to enforce changes to work practice or to take disciplinary action should they consider it appropriate.

Step Four

Should this not resolve the dispute or either party feels that they have not been fairly treated or the dispute is with the C.E.O., a telephone call or memo may be directed to a member of the Board of Management and it then becomes an issue for resolution by the full Board. Copies of any memo must be issued to the C.E.O. and any other staff member involved in the dispute.

Step Five

Should either party not feel satisfied that the matter has been resolved by the board, or where the supported employee and his or her advocate do not feel able to raise an issue with any Company personnel, then a memo or telephone call may be directed to an external agency. Relevant telephone numbers and addresses will be made available to all personnel. Copies of any memo must be issued to the C.E.O. and any other staff member involved in the dispute.

NOTES

Nothing in this procedure deprives the person making the complaint or their advocate of the right to approach their advocate or to seek legal advice regarding the complaint.

This procedure is explained in formats appropriate to supported employees.

Where this procedure is seen as inappropriate according to the nature of the dispute, allowance will be made to accommodate individual need by varying the procedure, provided that no party to the dispute is disadvantaged by the variation and all parties agree to the variation.

The person making the complaint will be supplied with a user friendly form designed to make it as easy as possible to record their complaint in writing.

The service will record the nature of complaints on a separate form. This record will in no way identify the person making the complaint and will be used to monitor the type of complaints being received so that systemic changes to the service can be made.

There shall be on-going training to ensure that all persons are able to understand and apply this procedure.

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Should investigations reveal that a person may be in danger, a person has made threats to harm themselves or others, or that a criminal offence may have been committed, it is recognised that the service has a responsibility to respond in an appropriate and responsible way. This may involve referral to a crisis service, a community justice service or in extreme cases to the police service.

7.2 Disciplinary Procedures

Whilst this agreement provides the right of the Company to dismiss an employee without notice for misconduct, in many circumstances dismissal is too severe a penalty for some breaches of conduct. Accordingly, the parties agree that disciplinary action by way of a warning can be imposed where misconduct did not warrant dismissal, in these circumstances it is agreed that the following procedures will apply:-

7.2.1 Warning for Minor breaches of Discipline

A breach of discipline not necessarily warranting immediate dismissal includes the following:

Absenteeism without reasonable cause, work performance and failure to properly carry out legitimate instructions.

For any breach of discipline of this type the following action will be taken.

7.2.1.1 First Warning

A Company representative, a union representative and/or a third party observer in the presence of the employee concerned will discuss the breach and if substantiated a "first warning" will be recorded on the employee's personnel record. The employee will be advised on the possible consequences of any type of further breach. A copy of the warning will be given to the employee concerned. His/her significant other or primary carer/advocate will be notified.

7.2.1.2 Second Warning

A Company representative, a union representative and/or a third party observer in the presence of the employee concerned will discuss the second breach and if substantiated a "second warning" will be recorded on the employee's personal record. The employee will be advised of the possible consequences of any type of further breach. A copy of the warning will be given to the employee concerned.

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7.2.2 Final Warning/Dismissal

The employee shall be given the opportunity to explain his/her behaviour in the presence of a Company representative, a union representative and/or a third party observer. Any explanation offered shall be taken into account before deciding if dismissal is the appropriate action to take.

If the Company accepts the explanation and decides that dismissal is not warranted a final warning may be given to the employee. A copy of the warning will be given to the employee and will be recorded on his/her personal record.

If the Company considers that dismissal is warranted and the Disciplinary Procedure has been previously exhausted, then the employee concerned will be advised immediately of the decision.

7.2.3 Duration of Warnings

All warnings shall be reviewed after six months and will be cancelled after twelve months.

7.2.4 Personal Records

Employees shall be entitled to view their personal records by request to the Company at a pre-arranged time. Personal records cannot be removed from the office and shall be treated as confidential by the employer. Photocopies of personal records for an employee shall be available to that employee upon request.

7.2.5 Dismissal - Misconduct

Notwithstanding other provisions of this clause the Company has the right to dismiss any employee without notice for misconduct where it has been clearly demonstrated that the employee's behaviour amounts to conduct that justifies instant dismissal.

To protect the interests of all employees and the company, employment may be terminated without notice if an employee is found guilty of conduct that justifies instant dismissal. Misconduct includes:-

- Neglect of Duty
- Theft of personal or company property
- Wilful disregard for occupational health and safety procedures

7.2.6 Managing Challenging Behaviour

Where a situation warrants dismissal or severe discipline of a supported employee, an option of the employer, subject to



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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 will be made to ensure that the supported employee understands the reason for the suspension and a programme of support and training will be offered on their return. Any suspension will be seen as a constructive and positive step towards the resolution of a problem.

The period of suspension shall be negotiated between the person and their advocate but in general shall not exceed two weeks.

Schedule "B", has a copy of "Challenging Behaviour - Leave Without Pay" from MaiWel Policy and Procedures manual.

7.3 Equal Opportunity

The Company 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 company standards.

7.4 Worker's Compensation

Workers' compensation shall be in accordance to the New South Wales "Workers Compensation Act, 1987" as amended.

Occupational rehabilitation shall be made available where practicable, to all employees who sustain injury or illness at work and thereby assist them to return to full and gainful employment.

7.5 Consultation

7.5.1 Consultative Mechanism

The parties to this agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the company and to enhance the career opportunities and job security of employees.

The company shall establish a consultative mechanism and procedures appropriate to the needs for consultation and negotiation on matters effecting efficiency, productivity and training. This committee shall be known as The Employment Service Committee (ESC)

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7.5.2 ESC Procedures

This joint consultative committee shall include;

- i. representation of supported employees, staff and
- ii. at least one senior management representative

Management and the employees will jointly determine the size of the Committee, except that there will be no fewer than four members. The maximum number of representative on the committee will be fifteen.

The appoint of management representatives will be determined byu management and the election/appointment of employee representatives will be determined by the employees.

The committee, once established, may invite persons to attend specific meetings.

The following matters shall form the basis for the work of the committee and will seek to reach agreement on the matters and make recommendations to senior management/employees/board who will take account of the views and the deliberations of the committee;

- i. To implement the agreement in the workplace
- ii. To review the implications and/or impact of the provision of the agreement on the company/employees
- iii. To consider the introduction of new or revised work methods or work arrangements
- iv. To give consideration to the impact of technological change and other significant changes in the organisation or workplace, with regard to:
 - * number of employees, job specifications and skill base
 - * acquisition of new skills and additional training requirements
- v To assess proposed changes in product

The committee shall meet monthly, unless the committee determines that it shall vary the meeting frequency.

A reasonable time limit shall be placed on the length of the meetings. Enough time shall be provided to adequately deal with agenda items. Meetings shall operate on a consensus basis.

The minutes of the meeting shall be circulated to each member of the committee within one week of the meeting, and verified by committee members prior to the next meeting. The minutes shall be placed on the company's notice board for the information of employees.

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PART 8 - OCCUPATIONAL HEALTH AND SAFETY

8.1 Protective Clothing and Safety Equipment

The company 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.

All protective clothing and safety equipment issued shall remain the property of the company 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.

8.2 First Aid

The company 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 appointed by the company.

8.3 Inclement / Hot Weather

Employees will not be asked or expected to work in situations where health or safety is compromised.

Where a decision by the team leaders is taken that conditions are such as not to compromise health or safety and work proceeds, the position is to be kept under review by the team leader in consultation with the other employees.

8.4 Drinking Water

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

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PART 9 - MISCELLANEOUS

9.1 Superannuation

The company will ensure that the requirements of superannuation legislation in relation to its employees are fully met.

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PART 10 - SIGNATORIES TO AGREEMENT

SIGNED FOR AN ON BEHALF OF

Mai-Wel Limited



Name: **A. F. HAWTER**

Title: **CHIEF EXECUTIVE**

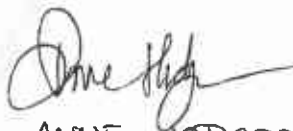
and

x 

Name: **DUNCAN WHITELAW**

Title: **SUPPORTED EMPLOYEE**

WITNESS BY:



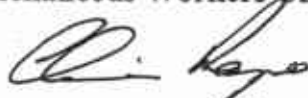
Name: **ANNE HODGSON**

Title: **Training Manager**

Dated this **26th** day of **August** 1999.

SIGNED FOR AND ON BEHALF OF

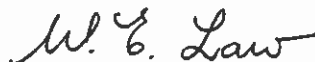
Australian Liquor Hospitality and Miscellaneous Workers Unions (Misc Div)



Name: **CHRIS RAPER**

Title: **BRANCH SECRETARY**

WITNESS BY:

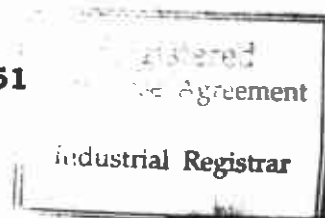


Name: **WILMA LAW**

Title:

Justice of the Peace
Reg. No. 9204224
442 Avoca Drive
Green Point NSW 2251
1999.

Dated this **26th** day of **July**



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SCHEDULE "A"

WAGE SCALES

The minimum wage rates specified below refer to the wage rates for a week comprising thirty seven and a half (37½) hours work.

SKILL LEVEL	AGREEMENT RATE
Introductory Level	40.00
Supported Employee Level One	43.00
Supported Employee Level Two	50.00
Supported Employee Level Three	65.00
Supported Employee Level Four	80.00
Supported Employee Level Five	100.00
Supported Employee Level Six	120.00

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SCHEDULE "B"

CHALLENGING BEHAVIOUR - LEAVE WITHOUT PAY

In general the Staff Performance Procedure details the process by which disciplinary support and action is administered. However in cases of misconduct a supported employee may be suspended from duty.

Misconduct includes repeated.....

- Wilfully failing to abide by reasonable directions.
- Continued aggressive behaviour.
- Proven acts of dishonesty.
- Deliberate and malicious damage to stock or equipment.
- Inappropriate workplace behaviour.
- Being under the influence of alcohol or illegal substances.

Such suspension is regarded as being for the safety of the person, their fellow workers or the protection of the good trading name of the business service.

Every effort will be made to ensure that the employee understands the reasons for their suspension and a program of support and training will be offered on their return. It must be stressed that any suspension shall be a constructive and positive response to extreme behaviour that contributes to the resolution of the problem.

Guardians or advocates will be notified of suspension as soon as the action is taken. The period of suspension shall be negotiated between all parties but in general shall not exceed two weeks.

