

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/97
TITLE: Challenge Southern Highlands Inc. (Supported Employees)
Workplace Agreement 2001

I.R.C. NO: 2001/7829

DATE APPROVED/COMMENCEMENT: 14 December 2001

TERM: 14 December 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 12 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 34

COVERAGE/DESCRIPTION OF EMPLOYEES:
the Nurseries Employees (State) Award

Applies to all employees engaged under

PARTIES: Challenge Southern Inc. t/as Welby Garden Centre -&- Julie-Anne Maloney; Peter Talbert and Craig Williams



**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED
EMPLOYEES) WORKPLACE AGREEMENT 2001**

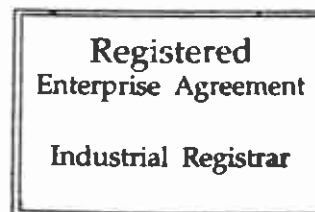
1 PREAMBLE

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

- *Provide support to people with a disability in a manner that recognises and promotes their value as individuals;*
- *Provide opportunities for career advancement and skills development;*
- *Provide long term supported employment and support for disabled people with moderate/high support needs; and*
- *Provide quality products and services to our customers;*

In addition to providing employment in accordance with community expectations, Challenge Southern Highlands Inc. also provides the following support at a higher level than would be usual in an organisation which did not have a similar purpose:

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



The primary relationship that exists between "Challenge Southern Highlands Inc." and its employees with a disability extends beyond that which is generally expected in an employer-employee relationship.

It is further acknowledged this primary relationship will have a direct impact on the operational costs of the service, the terms and conditions of employment and wage rates contained in this agreement and paid to employees.

The Agreement has been developed with a view to achieving the mission of the organisation, which is to;

"Run a viable business which provides a high quality employment and training service with a positive environment in which the employees, as valued consumers, may acquire vocational skills, earn meaningful wages and reach their goals"

and to increasing employment options for people with disabilities.

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

**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

This agreement through its training and support content, promotes community acceptance and recognition of the rights of employees and focuses on the abilities of employees not disabilities.

Registered
Enterprise Agreement
Industrial Registrar

**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

2 TITLE

This agreement shall be known as the "Challenge Southern Highlands Inc. (Supported Employees) Workplace Agreement 2001"

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 32 – Trade Union Training Leave
- Clause 42 – Right of Entry
- Clause 43 – Shop Steward, and
- Clause 44 – Preference

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 "Challenge Southern Highlands Inc."

4 ARRANGEMENT

This agreement is arranged as follows:

PART 1 PURPOSE

- 1.1 Intention
- 1.2 Communication
- 1.3 Duress
- 1.4 Incidence
- 1.5 Date and Period Operation
- 1.6 No Extra Claims

PART 2 TERMS AND CONDITIONS OF EMPLOYMENT

- 2.1 Terms of Engagement
- 2.2 Engagement
 - 2.2.1 Permanent Employees
 - 2.2.2 Part-Time Employees
 - 2.2.3 Casual Employees
- 2.3 Probationary Period



**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

- 2.4 Termination of Employment
- 2.5 Performance of Work
- 2.6 Summary Dismissal

PART 3 DEFINITIONS, SKILL DEVELOPMENT, EDUCATION AND TRAINING

- 3.1 Classifications
 - 3.1.1 Skills Matrix and Job Models
 - 3.1.2 Skills Assessment
- 3.2 Skills Development
 - 3.2.1 Training
 - 3.2.2 Career Path Planning
 - 3.2.3 Progression to Higher Level
 - 3.2.4 Adjustment to Lower Level
 - 3.2.5 Performance Review

PART 4 WAGES, ALLOWANCES AND DEFINITION

- 4.1 Remuneration
- 4.2 Cost of Living Increases
- 4.3 Payment of Wages

PART 5 HOURS OF WORK

- 5.1 Ordinary Hours of Work
- 5.2 Spread of Hours
- 5.3 Saturday and Sunday Ordinary Time Work
 - 5.3.1 Saturday and Sunday Penalty
- 5.4 Overtime
 - 5.4.1 Monday to Saturday
 - 5.4.2 Sundays
 - 5.4.3 Holidays
 - 5.4.4 Banking of Overtime (Time off in lieu)
- 5.5 Meal Breaks
- 5.6 Rest Pause (Morning Tea)
- 5.7 Changes to 'Hours of Work'



PART 6 LEAVE

- 6.1 Sick Leave
- 6.2 Family Leave
- 6.3 Annual Leave
 - 6.3.1 Entitlement
 - 6.3.2 Annual Holiday Loading
- 6.4 Long Service Leave
- 6.5 Bereavement Leave
- 6.6 Public Holidays
 - 6.6.1 Absent Without Leave

**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

- 6.7 Parental Leave
- 6.8 Leave Without Pay

PART 7 ORGANISATION POLICY AND PROCEDURES

- 7.1 Avoidance of Disputes and Grievance Procedure
 - 7.1.1 Procedure Principles
 - 7.1.2 Disputes and Grievance Resolution Procedure
- 7.2 Disciplinary Policy and Procedures
 - 7.2.1 Definitions
 - 7.2.2 Unsatisfactory Work Performance or Conduct
 - 7.2.3 Serious Misconduct
- 7.3 Managing Challenging Behaviour
- 7.4 Organisation Policy and Code of Conduct
- 7.5 Workers Committees ✓

PART 8 OCCUPATIONAL HEALTH AND SAFETY

- 8.1 Work Practices
- 8.2 Personal Protective Equipment
 - 8.2.1 Protective Clothing and Safety Equipment
 - 8.2.2 Uniforms
- 8.3 Workers Compensation
- 8.4 First Aid
- 8.5 Use of Tools

PART 9 MISCELLANEOUS

- 9.1 Superannuation

PART 10 SIGNATORIES TO AGREEMENT

SCHEDULE "A" - Wage Rates

SCHEDULE "B" - Skills Matrix and Job Models

SCHEDULE "C" - Skills Assessment



PART 1 - PURPOSE

1.1 Intention

This is a single site agreement, which 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 "Challenge Southern Highlands 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 "Challenge Southern Highlands 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.

<p>Registered Enterprise Agreement Industrial Registrar</p>
--

**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

1.2 Communication

Challenge Southern Highlands 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

Challenge Southern Highlands Inc. will strongly recommend and actively encourage the use of advocates as support for employees to enable them to make informed decisions and choices.

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

Challenge Southern Highlands Inc. will schedule Individual Employment Plan (IEP) 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 that the terms and conditions contained in the agreement will have on their employment.

1.4 Incidence

This agreement, shall be binding upon...

Challenge Southern Highlands Inc. t/as Welby Garden Centre (hereafter referred to as ("**the Organisation**") of Cnr Old Hume Highway and Bendooley Street, WELBY, NSW 2575 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 Challenge Southern Highlands 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 Classifications of this agreement.



**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

1.5 Date and Period of Operation

This agreement shall operate for a period of one year from the date of certification.

1.6 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.



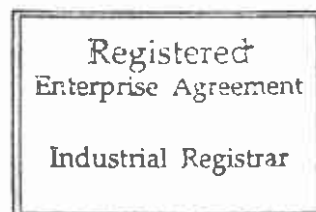
PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Terms of Engagement

Individual Employment Plans will be completed with all employees. The Plans will be reviewed annually in accordance with the organisations Policy and will also be reviewed every four (4) months by Case Managers to ensure goals are being met as planned.

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 Workplace 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.

2.2 Engagement

2.2.1 Permanent Employees

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

**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

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.

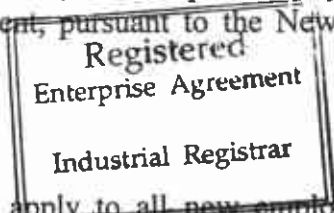
Pro-rata benefits and conditions shall be calculated from week to week based on the number of hours worked in the said week.

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 three (3) 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 four per cent (24%) 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 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.

**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

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 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.

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.



PART 3 - DEFINITIONS, SKILL DEVELOPMENT, EDUCATION AND TRAINING

3.1 Classifications

The classifications contained in this agreement are those contained in the attachment **SCHEDULE "B" "Job Models"**.

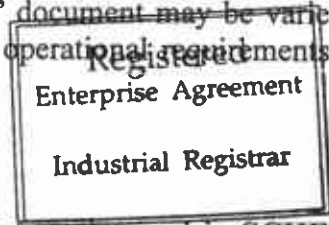
3.1.1 Job Models

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

The Job Models have been developed through a 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" 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.

CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES) WORKPLACE AGREEMENT 2001

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 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

- ◆ OH&S 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 Career Path Planning

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

**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

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.

3.2.3 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.

3.2.4 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 demote the employee to a lower level more comparable to the employee's current skill, ability and productivity. Any decision to demote an employee to a lower level shall be determined by the organisation in consultation with the employee and/or their parent guardian or advocate.

3.2.5 Performance Review

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



**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

PART 4 - WAGES AND ALLOWANCES

4.1 Remuneration

The minimum rates of pay for employees covered by this agreement are those contained in the attachment **SCHEDULE "A"**. The rates of pay recognise the skills, ability, and productivity of an employee and complement the flexible arrangement 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 organisation's personnel in consultation with the employees their parents/guardians and/or advocates if requested. The organisation shall ensure that appropriate steps are taken to explain to employees their parents/guardians and/or advocates the assessment process and the reasons for placing each employee at a particular level if requested.

A 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.

4.2 Cost of Living Increases

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

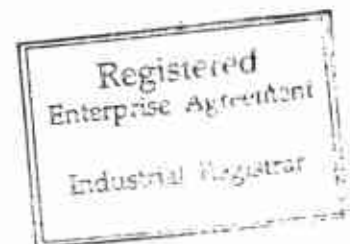
To this extent the organisation agrees to increase the minimum rates of pay contained in **SCHEDULE "A"** by an amount pro rata to, and in accordance with any State Wage Case decision as determined and granted by the New South Wales Industrial Relations Commission from time to time.

4.3 Payment of Wages

Wages shall be paid weekly into a banking account nominated by the employee.

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

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, with no more than seven (7) hours worked on any one day.

The 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 Sunday between the hours of 6am and 6pm except for meal breaks which will be taken by mutual agreement between the organisation and the majority of the employees concerned.

5.3 Saturday and Sunday Ordinary Time Work

Employee(s) may be required to work ordinary time on a Saturday or Sunday in which case the requirement to work shall be in accordance with the weekend roster system. The roster will be prepared by the organisation taking into consideration the travel and family commitments of the employee(s) concerned and the ability of the employee to work with minimal supervision. Generally only those employees with "low dependency" needs will be rostered to work weekend work.

5.3.1 Saturday and Sunday Penalty

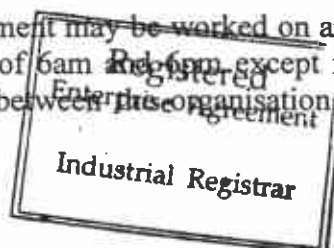
An employee required to work ordinary time on a Saturday shall be paid a penalty of time and one half the ordinary time rate of pay for the said employee.

An employee required to work ordinary time on a Sunday shall be paid a penalty of double time the ordinary time rate of pay for the said employee.

5.4 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 workloads and organisation needs. The working of overtime shall be mutually agreed between the parties.

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



**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

An employee required to work overtime shall be paid a meal allowance of seven dollars eighty cents (\$7.80) if:

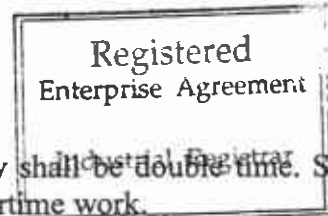
- (a) The employee is required to work overtime beyond 6.00pm
- (b) The overtime continues beyond 10.00pm in which case an additional meal allowance shall be paid.

5.4.1 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.

5.4.2 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.



5.4.3 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 6.6 **Public Holidays** of this agreement.

5.4.4 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 Chief Executive Officer 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 seven and one half (7.5) 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.

5.5 Meal Breaks

An unpaid meal break of not less than forty five (45) minutes will be taken according to the dictates of work requirements, but no greater than five (5) hours after the normal

**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

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 Rest Pause (Morning Tea)

A fifteen minute sustenance break without loss of pay, and a further fifteen minutes without pay will be provided at a time agreed between the organisation and the employees taking into consideration the work requirements and within three (3) hours of the employee's normal starting time.

5.7 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 eight (8) days sick leave per year on full pay.

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) three (3) days absences on any occasion; or
- (c) one (1) day before or after a public holiday.

Employees shall inform his/her manager 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 unless there are extenuating circumstances.

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

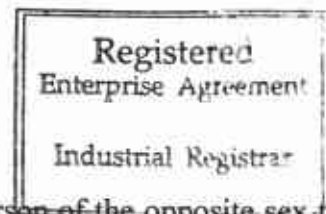
The payment for any absence on sick leave in accordance with this clause during the first three (3) months of employment of an employee may be withheld by the organisation until the employee completes such three (3) months of employment at which time the payment shall be made.

6.2 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
- (b) a de facto spouse who in relation to a person is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis though not legally married to that person
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child) parent (including a foster parent and legal guardian),



**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

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.

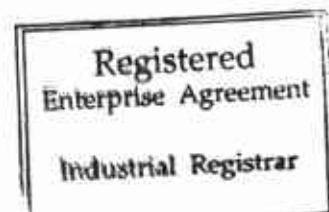
Except where altered to grant additional leave privileges the Annual Holidays Act, 1944 as amended, shall apply in all respects.

6.3.2 Annual Holiday Loading

Annual Leave Loading shall be paid at the rate of 17½% per cent of the employee's weekly ordinary rate of pay. Annual Leave Loading, will be paid at the time of taking of such leave.

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

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



**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

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 three (3) 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.

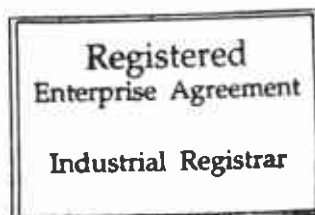
Where an employee, is required to work on a public holiday and is absent without a reasonable excuse or without consent of the organisation the employee shall not be entitled to payment for the public holiday.

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.



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

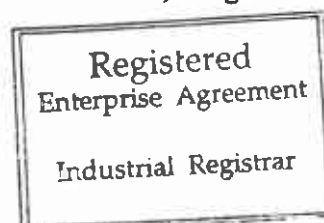
The procedure is designed to resolve any disagreement, dispute or occupational health and safety concerns in a fair manner and is based upon the following principles.

- (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 Australian Industrial Relations Commission for assistance in resolving the dispute.
- (e) To achieve the peaceful resolution of issues the parties shall be committed to avoid stoppages of work, lockouts, or any other bans or limitations on the performance of work whilst the procedure of consultation, negotiation, conciliation and arbitration is being followed.

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.



CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES) WORKPLACE AGREEMENT 2001

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 Training Manager and Employees Committee (same procedure as Stage one paragraph 2). All relevant facts shall be clearly recorded.

Stage three

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

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

Stage four

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

7.2 Disciplinary Policy and Procedures

The objective of the disciplinary policy and procedures is to ensure that all matters relating to employees work performance and conduct are dealt with promptly, investigated thoroughly, considered reasonably and handled fairly and consistently and to encourage and improve employee work performance and conduct.

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.



**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

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

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



**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

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

The counselling/disciplinary interview record should be completed and kept on the employee's file. Once the written warning is completed and authorised by the Training 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.



**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

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

Step 4: Termination

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

The interviewer should:

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

The employee must be provided with written advice of the termination of 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 Chief Executive Officer, the following procedure will be followed:

Step 1

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

Step 2

If the investigations appear to substantiate the allegations interview the employee(s) concerned with a witness and 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 Chief Executive Officer.

Step 4

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

7.3 Managing Challenging Behaviour

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

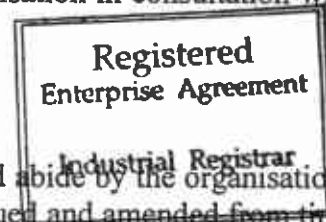
Such suspension shall be regarded as appropriate for the protection of the individual, the safety of other persons or the protection of the commercial trading reputation of the organisation.

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 organisation in consultation with the employee and/or their advocate.

7.4 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.



7.5 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,

**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

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;

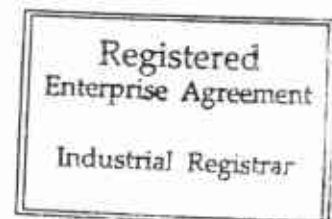
- Workers Committee

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 personnel protective clothing, hearing protection, and eye protection, where required.

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

8.2 Personal Protective Equipment

8.2.1 Protective Clothing and 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.

8.2.2 Uniforms

The organisation will issue certain items of corporate uniform in accordance with organisational policy, to employees. The issuing of a corporate uniform will contribute to creating a sense of team-work and project an image to customers that employees are the most important resource of the organisation.

Employees are responsible for the care and day-to-day maintenance of corporate uniforms. When a corporate uniform is issued the employee shall be obliged to wear such uniform supplied.

<p>Registered Enterprise Agreement</p> <p>Industrial Registrar</p>
--

**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

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 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.



**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

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 the Health Employees Superannuation Trust Australia.



**CHALLENGE SOUTHERN HIGHLANDS INC. (SUPPORTED EMPLOYEES)
WORKPLACE AGREEMENT 2001**

PART 10 – SIGNATORIES TO AGREEMENT

SIGNED FOR AND ON BEHALF OF

Challenge Southern Highlands Inc.:

Signature:

Richard Guy

Print name and position held :

RICHARD GUY - CHIEF EXECUTIVE OFFICER

Signature:

Wendy Robinson

Print name and position held :

WENDY ROBINSON - TRAINING MANAGER

Dated this day of 2001.

SIGNED FOR AND ON BEHALF OF

The supported employees of Challenge Southern Highlands Inc.:

Signature:

Peter Talbert

Print name and position held :

PETER TALBERT - WORKERS REPRESENTATIVE

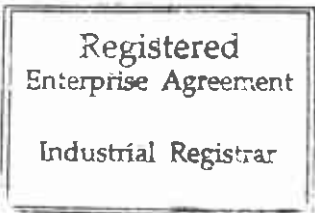
Signature:

Camilla Pickup (NEE ALLAN)

Print name and position held :

CAMILLA PICKUP - WORKERS REPRESENTATIVE

Dated this day of 2001.



SIGNED FOR AND ON BEHALF OF

The supported employees of Challenge Southern Highlands Inc.:

Signature: Julie Anne Maloney

Print name and position held: JULIE ANNE MALONEY - WORKERS REPRESENTATIVE

Signature: Craig Williams

Print name and position held: CRAIG WILLIAMS - WORKERS REPRESENTATIVE

Signature: _____

Print name and position held: _____

Signature _____

Print name and position held: _____

