

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/47

TITLE: Cooma Challenge Limited Australian Disability Enterprise Certified Enterprise Agreement 2009

I.R.C. NO: IRC9/1888

DATE APPROVED/COMMENCEMENT: 10 December 2009 / 10 December 2009

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**NEW AGREEMENT OR
VARIATION:** Replaces EA06/219.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Cooma Challenge Limited (Business Services), located at 4 Vagg Street, Cooma NSW 2630, who fall within the coverage of The Cooma Challenge Limited Business Services (State) Award.

PARTIES: Cooma Challenge Limited -&- the Transport Workers' Union of New South Wales

COOMA CHALLENGE LIMITED

AND

TRANSPORT WORKERS UNION OF NEW SOUTH WALES

**COOMA CHALLENGE LIMITED
AUSTRALIAN DISABILITY ENTERPRISE
CERTIFIED
ENTERPRISE AGREEMENT 2009**

1. Definitions

"The Award" refers to the Cooma Challenge Limited Business Service (State) Award.

"Union" refers to the Transport Workers' Union of New South Wales,

"Cooma Challenge" refers to Cooma Challenge Limited (Australian Disability Enterprise) trading as Cooma Challenge Limited.

"Agreement" refers to the 'Cooma Challenge Limited Australian Disability Enterprise Certified Enterprise Agreement 2009.'

2. Title of Agreement

The agreement is an enterprise agreement and shall be known as the;

"COOMA CHALLENGE LIMITED AUSTRALIAN DISABILITY ENTERPRISE
CERTIFIED ENTERPRISE AGREEMENT 2009".

3. Parties Bound

3.1. This Agreement shall apply to the following parties:

3.1.1. Cooma Challenge Limited Australian Disability Enterprise and its employees, whether current or future.

3.1.2. The Transport Workers' Union of New South Wales

4. Preamble

4.1. Cooma Challenge Limited is a not for profit organisation that runs a business service supported by funding from the Commonwealth Department of Families, Housing, Community Services & Indigenous Affairs. The aim of this business service is to give adults with disabilities the opportunity to live and work in the community, and through this process be acknowledged and respected as equalled and valued members of society.

4.2. The business service run by Cooma Challenge Limited does not operate strictly as a business in the commercial sense, in that their primary aim is the valued employment of people with disabilities, rather than the commercial aim of profit.

4.3. To this end Cooma Challenge Limited Australian Disability Enterprise has an employer-employee relationship with their employees with disabilities, that extends far beyond one that would be expected of a commercial employer. This would include but would not be limited to the following.

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- Pre-vocational Training.
 - Work Experience.
 - Vocational Training and Programming.
 - Job Modification.
 - Support to move to other employment if desired.
 - A range of non-vocationally related supports.

4.4. These supports all impact on the operational structure and costs of the business services, hence this Agreement reflects the realities of providing this type of employment in a 'business like' setting.

4.5. This Agreement has been developed through a process of consultation. It aims to reflect the dual goals of Cooma Challenge Limited Australian Disability Enterprise of maintaining and developing the skills and abilities of employees whilst maintaining and developing a competitive and flexible enterprise.

5. Relationship to Award

5.1. Unless any specific clause of this Agreement states otherwise;

5.2.1 the Agreement shall operate in conjunction with the Cooma Challenge Limited Business (State) Award.

5.2.2 where this Agreement is inconsistent with the Award, the Agreement shall take precedence over the Award to the extent of the inconsistency.

5.2. The Agreement introduces a different assessment in so far as the assessment criteria in this Agreement is not productivity based. The primary consideration in determining the employee's with disabilities skill classification under this Agreement is the disabled employee's ability to perform the tasks as described in the skill descriptors, in clause 11 of this Agreement, to a level consistent with the skill descriptors.

5A. Duration of Agreement

This Agreement shall come in force when approved by the Commission and shall remain in force until 31st March 2012.

6. Employee without a disability

6.1. The Employment of employees without disabilities is subject to clauses 1, 2, 3, 4, 5.1, 5.2, 5A, 6, 7, 14, 15, 16, and 17 of this Agreement. Clauses 8-13 (inclusive) of this Agreement shall not apply to employees without a disability.

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- 6.2. The rates of pay in Appendix 1 – Rates of Pay - Employees without disabilities of this Agreement are **exclusive** of any applicable loading or allowance payable under the Award including but not limited to casual employment, over-time and work performed on holidays or Saturday and Sunday.
- 6.3. Employees of Cooma Challenge without disabilities shall have a basic knowledge
- 6.4. and/or will undertake training in the following.
- Information about Cooma Challenge
 - Conditions of employment
 - Introduction to support staff and co-workers
 - Cooma Challenge Policies and procedures
 - Occupational Health and Safety Policy and practices
- 6.4. Any prior period of casual, permanent full-time or permanent part-time employment for any employee without a disability (who was employed on a permanent full-time or part-time basis at the time of making this agreement) shall be recognized as service for the purpose of calculating redundancy and long service leave.
- 6.5. Any Award conditions which are more beneficial to an employee than a provision of this Agreement (including Appendix 1 Rates of Pay) is incorporated into and forms part of this Agreement, and will apply to and bind the parties to this Agreement in respect of that employee as if it were a provision of this Agreement.
- 6.6. To avoid doubt, The Employer agrees to pay the wages at a level no less than that set by the Industrial Relations Commission from time to time for classification which would apply to each employee as if that employee was covered by the Award.

7. Skills Development

7.1. Cooma Challenge is committed to:

- Provide a flexible working arrangement.
- Improving the quality of working life.
- Enhance skills and job satisfaction
- Assisting positively in employee development.

7.2. Cooma Challenge recognises that appropriate support and training is essential for all employees, and this support and training will be directed towards a skilled and productive work force and a supportive working environment.

8. Trial Period

- 8.1. The purpose of the trial period is to allow time for Cooma Challenge to organise an assessment of the employee. Therefore, the trial period is not a period of probation.
- 8.2. On commencement of their employment new employees maybe employed on a trial period until they are assessed but for not more than twelve (12) weeks from the date they commenced employment with Cooma Challenge.
- 8.3. During the trial period the employee will be assessed in accordance with clauses 10 and 11 of this Agreement to determine their rate of pay.
- 8.4. Cooma Challenge may extend the trial period for a specified period of time with the written consent of the Secretary of the Union.
- 8.5. The written consent, if given by the Secretary of the Union, shall specify the new date the trial period will expire.
- 8.6. Employees subject to this clause will be paid at no less than level 1 of the table in clause 12 of this Agreement until they are assessed.
- 8.7. If a employee with a disability under this clause is finally assessed at a level higher than level 1 then they shall be entitled to be paid the difference between level 1 and the level they are assessed at. Such payment shall be back dated to such time the disabled employee would have been entitled to the higher level but for the time taken to arrange and perform the assessment.

9. The Assessor

- 9.1. The assessor shall be a suitably qualified person as agreed between Cooma Challenge and the Union.
- 9.2. The assessment once completed shall record the classification under this agreement for each employee with a disability assessed and the date the assessment takes effect.
- 9.3. A copy of this record shall be provided to the employee, Cooma Challenge and the Union within twenty one (21) days of the completion of the assessment. Furthermore, a copy shall be provided to the the parent, carer or guardian of the assessed employee upon request.
- 9.4. Copies of any supporting documentation used by the assessor in the assessment shall be provide to the Union upon request (but no later than 7 days after the request is made).

10. The Assessment

- 10.1.** Employees will be assessed based on the work they are performing under the skill level descriptors in clause 11 of this Agreement.
- 10.2.** In keeping with the philosophy of Cooma Challenge and the intention of this Agreement, progression to a higher level under this Agreement is dependent on demonstrated capacity to perform the duties consistent with that level as set out in the descriptors in clause 11.
- 10.3.** Therefore, the parties shall recognise competency (for the purpose of this clause competency is defined simply as the ability to perform the task) in performing the tasks as being the prime indicator for justifying progression and re-classification to a higher level under clause 11. Productivity in performing the task shall also be taken into account in assessing an employee with a disability but it must remain a secondary consideration only.
- 10.4.** The assessment of employees will be subject to annual review or earlier if the employee demonstrates a capacity or willingness to try new skills.
- 10.5.** No party to this Agreement shall refuse a reasonable request for a review.
- 10.6.** Employee not to be disadvantaged by delays in arranging and/or performing assessment

If a review under this clause results in a employee with a disability being classified at a higher level, they shall be entitled to be paid the difference between their new level and old level back dated to such time the employee with the disability would have been entitled to the higher level but for the time taken to arrange and perform the assessment.

- 10.7.** No employee with a disability shall suffer a pay reduction arising out of a review or further assessment.
- 10.8.** Any disputes arising in relation to the implementation of this clause shall be subject to the dispute settlement procedure set out in clause 17 of this Agreement.

11. Skills Classification

Employees of Cooma Challenge with disabilities shall have a basic knowledge and / or will undertake training in the following.

- Information about Cooma Challenge
- Conditions of employment
- Introduction to support staff and co-workers
- Cooma Challenge Policies and procedures
- Occupational Health and Safety Policy and practices

Level 1

An employee at this level exercises minimal judgement, and performs a small range of basic tasks that are relevant to their job description, using well established techniques and practices either individually or in a team environment. An employee's work at this level will be supervised.

The duties of an employee at Level 1 may include:

Packing and Assembly Section
• Good housekeeping/ General cleaning (e.g. sweeping)
• Collating two items
• Basic counting one to ten
• Putting briquettes in box
• Folding in one fold
• Take old nets off bottles and old labels
Gardening Maintenance Section
• Weeding planted area (supervised)
• Watering garden
• Good house keeping and general cleaning
Woodwork Section
• Putting kindling in bag
• Good housekeeping/ General cleaning
• Sanding timber using wire brush
Ironing Section
• Good housekeeping/General cleaning (e.g. sweeping)
• Step up ironing board
• Set up iron
• Fill iron with water
• Set iron to appropriate setting
Rag Cutting/ Sorting Section
Any other activities for which the employee has been trained and the Union and Cooma Challenge consider appropriate to classify at this level.

An employee at this level will be offered training to enable them to reach Level 2.

Level 2

An employee at this level performs a range of varied, but basic tasks, above those of Level 1, that are relevant to their job description using well established practices and techniques either individually or in a team environment. An employee's work at this level will be supervised.

The duties of an employee at Level 2 may include all those of Level 1. Additional duties at this level may include, but are not limited to the following:

Packing and Assembly Section
• Advanced counting skills (e.g. can count higher than one to ten)
• Collating more than two items
• Enveloping documents/pamphlets etc
• Threading herringbone tape
• Folding (up to two folds)
• Assembling briquette boxes
• Lift cylinders into wash tub
• Scrub cylinders all over ensuring grease and any marks are all removed
• Lift cylinders out of tub and put them onto work platform
• Put new nets on all cylinders and labels
Gardening Maintenance Section
• Raking leaves and grass cuttings
• Loading and unloading gardening and maintenance equipment from truck
• Loading and unloading garden refuse and paper
• Mowing grassed area with push mower
• Cleaning tools and equipment after use
• Sorting paper for recycling
• Pruning with secateurs
• Sweeping paths
Woodwork Section
• Painting timber with hand brush
• Sanding timber using sandpaper
• Stacking timber
• Removing nails from recycled timber
• Filling sandbag
• Cutting kindling with hatchet
• Cleaning tools and equipment after use
Ironing Section
• Iron and fold Tea Towel
• Iron and fold singlet
• Iron shirt
Rag Cutting/ Sorting Section
Any other activities for which the employee has been trained and the Union and Cooma Challenge consider appropriate to classify at this level.

A Level 2 employee will be offered training to enable them to progress to Level 3.

Level 3

An employee at this level performs a range of varied tasks (including intermediate tasks) above those of Level 2 that are relevant to their job description, using well established practices and techniques either individually or in a team environment. An employee at this level shall be supervised.

The duties of an employee at Level 3 may include all those of a Level 1 and Level 2. Additional duties at this level may include, but are not limited to the following:

Packing and Assembly Section
Assembling and taping briquette box
Photocopying
Unloading briquettes from truck
Letter box delivery
Knotting and cutting herringbone tape
Labelling and addressing envelopes
Bundling multiple items for delivery
Quality control awareness
Lift cylinders and start stacking
Only two (2) cylinders to be stacked together
Gardening Maintenance Section
Using whipper snipper/brush cutter
Pruning from ground level using a ladder
Feeding compressing machine (elephant's foot)
Feeding shredding machine
Woodwork Section
Sanding timber with electric sander
Painting timber with roller and brush
Bundling stock
Weighing sandbags
Ironing Section
Iron child's dress
Iron trousers
Iron Jeans
Rag Sorting/ Cutting
Any other activities for which the employee has been trained and the Union and Cooma Challenge consider appropriate to classify at this level.

A Level 3 employee will be offered training to enable them to progress to Level 4.

Level 4

An employee at this level performs a range of varied tasks (including intermediate tasks) above those of Level 3 that are relevant to their job description, using well-established practices and techniques either individually or in a team environment. An employee at this level shall be supervised.

The duties of an employee at Level 4 may include all of those of a Level 1, Level 2, and Level 3. Additional duties at this level may include but are not limited to the following.

Packing and Assembly Section
Putting tape in dispenser
Stacking packed boxes
Taping packed boxes
Stacking pallet
Gardening Maintenance Section
Operating a ride-on mower
Securing loads
Writing customer docket or invoices
Woodwork Section
Using pointing machine
Tying wire around stock bundles
Tying off top of sandbag
Ironing Section
Iron adult dress
Iron frilled shirt
Iron lace shirt
Rag Sorting/ Cutting
Any other activities for which the employee has been trained and the Union and Cooma Challenge consider appropriate to classify at this level.

A Level 4 employee will be offered training to enable them to progress to Level 5.

Level 5

An employee at this level performs a range of varied tasks (including intermediate tasks but not complex tasks) above those of Level 4 that are relevant to their job description, using well established practices and techniques either individually or in a team environment.

The duties of an employee at Level 5 may include all those of a Level 1, Level 2, Level 3 and Level 4. Additional duties at this level may include, but are not limited to the following:

Packing and Assembly Section
Guillotining
Writing customer docket or invoice
Weighing packages
Wrapping stacked pallet with plastic
Gardening Maintenance Section
Operating compressing machine (elephant's foot)
Operating Shredding machine
Carrying out basic maintenance on shredding machine
Carrying out basic maintenance on compressing machine
Carrying out maintenance on ride-on mower
Woodwork Section
Operating bench saw
Painting snow poles
Carrying out quality control checks
Writing customer dockets or invoices
Ironing Section
Write customer dockets or invoices
Carry out quality control checks
Clean iron
Rag Sorting/ Cutting
Any other activities for which the employee has been trained and the Union and Cooma Challenge consider appropriate to classify at this level.

An employee's work at this level will generally be subject to limited supervision. A Level 5 employee will be offered training to enable them to progress to Level 6.

Level 6 (more complex tasks)

An employee at this level performs a range of varied tasks (including intermediate tasks but also more complex tasks) above those of Level 5 that are relevant to their job description, using well established practices and techniques either individually or in a team environment.

The duties of an employee at Level 6 may include all those of a Level 1, Level 2, Level 3 Level 4 and Level 5. Additional duties at this level may include, but are not limited to the following:

Packing and Assembly Section
Operating pedestrian forklift
Writing customer docket or invoice
Handling petty cash
Carrying out quality control
Gardening Maintenance Section
Carrying out quality control
Handling Petty Cash
Writing customer docket or invoice
Operating machine independently
Woodwork Section
Carrying out quality control
Handling petty cash
Operating machine independently
Writing customer dockets or invoices
Ironing Section
Handling petty cash
Iron whole basket of assorted ironing independently
Write customer docket or invoice
Rag Sorting/ Cutting
Any other activities for which the employee has been trained and the Union or Cooma Challenge consider appropriate to classify at this level.

12. Employees with disabilities - Rates of Pay

- 12.1. Employees with disabilities shall be paid in accordance with Appendix 1 – Rates of Pay - Employees with Disabilities
- 12.2. The rates of pay are based on a percentage of skill level 2, The majority of duties as set out in clause 11 of this Agreement are of a ‘basic’ or ‘intermediate’ nature when considered in accordance with Clause 8 - Skill Levels, of the Award. These so called basic and intermediate tasks appear in Levels 1-5 in clause 11.
- 12.3. The rates of pay for Levels 1-5 in clause 11 above are based on a percentage of the rate of pay applicable to Award Skill Level 2 (which is payable to employees without disabilities engaged on intermediate tasks elsewhere in the textile industry in New South Wales).
- 12.4. New or modified tasks can be added to clause 11 of this Agreement during the life of this Agreement and if these duties would normally attract a classification higher than Skill Level 2 under the Award then the appropriate higher Award classification must be applied. Any variation to the Agreement arising from additions or modifications to clause 11 of the Agreement by the Industrial Relations Commission of New South Wales (during the nominal term of the Agreement) shall operate from the date the modification or new task was practiced by employees of Cooma Challenge (if the additional or modified task was in place prior to the said variation taking effect).
- 12.5. No employee shall incur a reduction in pay for performing duties which attracts less remuneration than they would otherwise have received had they not performed those lesser duties.
- 12.6. If an employee is employed on duty(s) carrying a higher rate of pay than the employee’s ordinary classification, the higher rate must be paid for the actual time worked if less than 2 hours in any one day.
- 12.7. At the higher rate for the day where the time worked is more than two hours on that day.
- 12.8. At the higher rate for the full week where the time worked is more than two days in that week

13. No Disadvantage to Employees with Disabilities

- 13.1. Should the assessment provide a rate of remuneration below that payable in accordance with the assessment undertaken in accordance with clause 10 of this Agreement then the employee with a disability shall be paid no less than the rate payable consistent with the assessment performed using the criteria in clause 11 of the Agreement.

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- 13.2. Should an assessment provide a rate of remuneration higher than that payable in accordance with the assessment undertaken in accordance with clause 10 of this Agreement then the employee with a disability shall be paid the higher rate.

14. Long Service Leave

Refer to the *Long Service Act 1955* (NSW)

15. Personal / Carers Leave

All employees shall be entitled to at least Fourteen (14) days personal/carers leave per year. Accumulated sick leave is available to all employees.

16. Redundancy

Termination of employment due to redundancy

Refer to Cooma Challenge Limited Business Services (State) Award (clause 48)

17. Dispute Resolution

- 17.1. Any disputes arising in relation to this Agreement shall be subject to the dispute settlement procedure set out in this clause.
- 17.2. Where a dispute arises, the following steps shall be taken:
- 17.3. Step One — As soon as practicable after the issue or claim has arisen, it shall be considered jointly by the appropriate supervisor, the worker or workers (and if appropriate the Employee Advisory Committee) concerned who shall attempt to settle the dispute.
- 17.4. Step Two — If the dispute is not resolved, the issue or claim shall be considered jointly by the appropriate Service Coordinator (and if appropriate, in conjunction with the Employee Advisory Committee) who shall attempt to settle the dispute.
- 17.5. Step Three — If the dispute is not resolved, the issue or claim shall be considered jointly by the Service Coordinator and an official of the Union who shall attempt to settle the dispute.
- 17.6. Step Four — If the dispute is not resolved then Cooma Challenge or the Union may refer the dispute to the Industrial Relations Commission. The parties may request that the matter be dealt with by a member of the Commission who shall resolve the dispute by conciliation or arbitration.

Appendix 1

Rates of pay in this table are based on a percentage of Grade 1 of the Award as it applied on 7th October 2008. The wage may increase based on funding.

EMPLOYEES WITH DISABILITIES

RATES OF PAY (EMPLOYEES WITH DISABILITIES)
TO BE INCREASED IN ACCORDANCE WITH ANY VARIATION TO RATES OF
PAY MADE BY THE COMMISSION.

CLASSIFICATION	PERCENTAGE OF GRADE 1	HOURLY RATE OF PAY	WEEKLY RATE OF PAY
LEVEL 1	20.6%	\$3.49	\$132.62
LEVEL 2	24%	\$4.06	\$154.28
LEVEL 3	28%	\$4.74	\$180.12
LEVEL 4	32%	\$5.41	\$205.58
LEVEL 5	40%	\$6.77	\$257.26
LEVEL 6	50%	\$8.46	\$321.48

EMPLOYEES WITHOUT DISABILITIES

RATES OF PAY (EMPLOYEES WITHOUT DISABILITIES)
TO BE INCREASED IN ACCORDANCE WITH ANY VARIATION TO RATES OF PAY
MADE BY THE COMMISSION

NUMBER OF YEARS EMPLOYED GRADE 1	HOURLY RATE OF PAY	WEEKLY RATE OF PAY
YEAR 1	\$16.92	\$642.95
YEAR 2	\$17.53	\$666.30
YEAR 3	\$18.30	\$695.45
YEAR 4	\$19.06	\$724.10

NUMBER OF YEARS EMPLOYED GRADE 2	HOURLY RATES OF PAY	WEEKLY RATES OF PAY
YEAR 1	\$19.68	\$747.95
YEAR 2	\$20.45	\$777.20
YEAR 3	\$20.76	\$788.85
YEAR 4	\$21.99	\$835.55
YEAR 5	\$22.76	\$864.75

SIGNATORIES

Signed on behalf of Cooma Challenge Limited



Caroline Peschek
Chief Executive Officer

Date: ...12/10/2009...

Signed on behalf of Transport Workers Union of New South Wales



Wayne Forno
Secretary

Date: ...16/10/09...