



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

South Coast Medical Service Aboriginal Corporation
(AG2019/3328)

SOUTH COAST MEDICAL SERVICE ABORIGINAL CORPORATION ENTERPRISE AGREEMENT - 2019-2022

Children's services

COMMISSIONER WILLIAMS

PERTH, 22 OCTOBER 2019

*Application for approval of the South Coast Medical Service Aboriginal Corporation
Enterprise Agreement - 2019-2022.*

[1] An application has been made for approval of an enterprise agreement known as the *South Coast Medical Service Aboriginal Corporation Enterprise Agreement - 2019-2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by South Coast Medical Service Aboriginal Corporation. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Health Services Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 October 2019. The nominal expiry date of the Agreement is 29 October 2022.



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South Coast Medical Service Aboriginal Corporation Enterprise Agreement 2019-2022



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PART ONE – APPLICATION AND OPERATION

1. TITLE

- 1.1. This Agreement will be known as the South Coast Medical Service Aboriginal Corporation Enterprise Agreement – 2019–2022

2. DEFINITIONS

- 2.1. In this agreement, unless the contrary intention appears:
- a) “The Agreement” or “This Agreement” means the South Coast Medical Service Aboriginal Corporation Enterprise Agreement 2019 – 2022
 - b) “SCMSAC” or “the Employer” means the South Coast Medical Service Aboriginal Corporation.
 - c) “The Act” means the Fair Work Act 2009 (Cth)
 - d) The “CEO” means Chief Executive Officer.
 - e) “Union”: Health Services Union NSW, ACT, QLD.
- 2.2. The “National Employment Standards” (NES) are minimum standards applying to employment of employees, as set out under the *Fair Work Act 2009 (Cth)*.

3. DURATION OF THE AGREEMENT

- 3.1. This Agreement shall come in to operation on and from seven (7) days after the Agreement is approved by The Fair Work Commission. The Agreement has a nominal expiry of 3 years from the effective date of operation.
- 3.2. The Agreement shall continue to apply beyond its expiration date until it is either terminated or replaced.
- 3.3. Renegotiation of the Agreement will commence no later than 3 months prior to the nominal expiry of the Agreement.

4. APPLICATION OF THE AGREEMENT

- 4.1. This Agreement is binding on:
- f) SCMSAC; and,
 - g) Employees of SCMSAC who are engaged in any of the callings or classifications defined by the Clause 14. Classification Structure of this Agreement.
- 4.2. Medical Officers and Dental Officers are excluded.
- 4.3. Section Managers, i.e. those reporting directly to the CEO, are excluded.

5. RELATIONSHIP TO OTHER AWARDS AND AGREEMENTS

- 5.1. This Agreement shall operate to the exclusion of any and all awards, except where this Agreement expressly incorporates by reference an Award term. It supersedes the previous Certified Agreement, South Coast Medical Service Certified Agreement 2012-2015.

- 5.2. The National Employment Standards will be acknowledged and applied as minima under the Agreement, except where the Agreement provides a more favourable entitlement to employees.
- 5.3. Organisational policies may be introduced, updated or amended from time to time. To avoid doubt, they do not form part of this agreement, nor are they incorporated by reference into this agreement.

6. FLEXIBILITY

- 6.1. An employer and employee covered by the enterprise agreement may agree to make an individual flexibility agreement to vary the effect of terms of the agreement if:
- h) The agreement deals with 1 or more of the following matters:
- i. Arrangements about when work is performed;
 - ii. Overtime rates;
 - iii. Penalty rates;
 - iv. Allowances;
 - v. Leave loading; and
 - vi. The arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - vii. The arrangement is genuinely agreed to by the employer and employee.
- 6.2. The employer must ensure that the terms of the individual flexibility arrangement are about permitted matters under section 172 of the *Fair Work Act 2009*; and are not unlawful terms under section 194 of the *Fair Work Act 2009*; and result in the employee being better off overall than the employee would be if no arrangement was made.
- 6.3. The employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes all details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv. state the day on which the arrangement commences.
- 6.4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 6.5. The employer or employee may terminate the individual flexibility arrangement: by giving 28 days written notice to the other party to the arrangement; or if the employer and employee agree in writing – at any time.

7. WHS COMMITMENT

- 7.1. All parties to this agreement shall fully cooperate in achieving a high standard of workplace health and safety.
- 7.2. SCMSAC is committed to taking all reasonable and practicable action to ensure that all workers, contractors and volunteers are provided with a healthy and safe working environment and has developed a WHS policy and procedure to reflect this commitment. SCMSAC is also committed to investigating and resolving all WHS matters raised by employees in line with the WHS policy and procedure. For information, refer to WHS Policy and Procedure which can be accessed through SCMSAC's intranet site.
- 7.3. In order to achieve the objectives set out in the WHS Policy and Procedure, SCMSAC has a WHS Committee dedicated to achieving best practice in health and safety performance.

PART TWO – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

8. CONSULTATION ARRANGEMENTS

- 8.1. This arrangement applies if:
- i) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on employees of the enterprise ;
or
 - j) Proposes to introduce a change to the regular roster or ordinary hours of work
- 8.2. The employer must notify the relevant employees of the decision to introduce the major change.
- 8.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 8.4. If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
 - c) the employer must recognise the representative.
- 8.5. As soon as practicable after making its decision, the employer must:
- a) discuss with the relevant employees:
 - b) the introduction of the change; and
 - c) the effect the change is likely to have on the employees; and
 - d) measures the employer is taking to avert or mitigate the adverse effect
 - e) effect of the change on the employees; and
 - f) For the purposes of the discussion – provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- 8.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 8.8. If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subClauses (2), (3) and (5) are taken not to apply.

- 8.9. In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.
- 8.10. For a change referred to in 8.1 b):
- a) the employer must notify the relevant employees of the proposed change; and
 - b) sub Clauses 8.11 And 8.14 apply
- 8.11. The relevant employees may appoint a representative for the purposes of the procedures in this term if:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative
- 8.12. As soon as practicable after proposing to introduce the change, the employer must:
- a) discuss the relevant employees the introduction of the change; and
 - b) for the purpose of the discussion – provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - iv. Invite the relevant employees to give their views about the impact of the change (including any impacts in relation to their family or caring responsibilities)
- 8.13. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.14. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 8.15. In this term, relevant employee's means the employees who may be affected by the major change.

9. DISPUTES AND PROCEDURE FOR ENTERPRISE AGREEMENTS

- 9.1. This term sets out procedures to settle a dispute about a matter arising about this agreement or the National Employment Standards.
- 9.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 9.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 9.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 9.5. Fair Work Commission may deal with the dispute in two stages:
 - a) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
 - iii. Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
 - iv. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5-1 of the Act. Therefore, an appeal may be made against the decision.
- 9.6. While the parties are trying to resolve the dispute using the procedures in this term:
 - a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable work health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

10. COMMUNICATION IN THE WORKPLACE

- 10.1. Employee suggestions and communication can stimulate creative ideas and suggestions that may benefit the organisation in both productivity and quality. Management strongly supports and recommends communication between management and employees, as well as between all colleagues.
- 10.2. SCMSAC believes that open and constructive criticism is paramount to the wellbeing of our employees. Knowing and understanding these objectives as an employee contributes strongly with meeting and achieving these objectives.
- 10.3. Employees should feel comfortable in the knowledge and assurance that they can raise any issue with the Senior Executive. However, there is a clear line of communication that should be followed initially. Employees in the first instance should communicate any ideas, suggestions, constructive criticism to their Senior Manager in the first instance.
- 10.4. Senior Managers will hold monthly staff meetings at which all employees have the opportunity to share ideas, grievances, and opportunities.
- 10.5. Employees are to be consulted by executive management in relation to changes that may affect their working environment, including seating, moving office and or work location, and or a change in position description. Senior Managers are to discuss proposed changes outlining why the change is taking place, at least one week prior to the change taking effect.
- 10.6. To enhance internal communications within the organisation, the following will be implemented: Bi Annual all staff meetings, compulsory monthly section meetings, quarterly staff newsletter which features positive news and events including an "Employee of the Quarter".

PART THREE – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

11. EMPLOYMENT CATERGORIES

- 11.1. An employee may be engaged on a permanent full time, part time, fixed term or casual basis. On commencement employees shall receive a letter of offer that clearly sets out the status of their employment.
- 11.2. Categories
- 11.2.1. A full time employee shall be a weekly employee engaged for 38 ordinary hours per week or an average thereof.
- 11.2.2. A part time employee shall be a person who is engaged for fewer than 38 hours a week and according to the conditions specified in Clause 11.3.
- 11.2.3. A fixed term employee is a person who is engaged for a specific period of time or for a specific task according to the conditions specified in Clause 11.4.
- 11.2.4. A casual employee shall be an employee who is engaged as and when required according to the conditions specified in Clause 11.5.
- 11.3. Part Time Employment
- 11.3.1. A part time employee is one who is engaged on an ongoing basis who:
- k) works less than full time hours of 38 per week
 - l) has reasonably predictable hours of work; and
 - m) receives, on a pro rata basis, equivalent pay and conditions to those of full time employees.
- 11.3.2. At the time of engagement, the employer and employee will agree in writing, on a regular pattern of work, specifying which days the employee will work along with the hours to be worked and the starting and finishing times each shift. Any variation to these hours and/or work pattern must be mutually agreed and recorded in writing.
- 11.3.3. A part time employee will have a minimum engagement period of four (4) hours per day and will be given a minimum of 7.6 hours per week, provided that an employee who is required to work longer than 5 hours will be required to take an unpaid meal break of 54 minutes.
- 11.3.4. A part-time employee may agree to work additional hours i.e. in addition to those agreed in Clause 11.3.2. The additional hours will be paid at the same rate as paid to full time employees of the same classification. The additional hours up to 38 hours per week will be treated as ordinary hours for all purposes and will be paid at the applicable rate including weekend penalties. All time worked outside the span of ordinary hours specified in Clause 25 and all hours in excess of 38 per week will be paid at the applicable overtime rate in Clause 29. The employee may refuse to work additional hours if they are unreasonable.

- 11.3.5. An employee will accrue annual leave and personal leave, according to the ordinary hours worked each week, which will include those additional hours up to 38 hours per week specified in Clause 11.3.4.
 - 11.3.6. Payment in respect of any period of personal leave, public holidays or bereavement leave, as provided for in this Agreement, shall be made according to the number of hours the employee would have worked on the days on which leave was taken so as not to reduce the employee's wage below the level which the employee would have received had he or she not been absent from work.
- 11.4. Fixed Term Employment
- 11.4.1. From time to time SCMSAC will have a requirement to employ staff for specific tasks or specific relief periods of time. This could be, but not limited to: the carriage of one off funding for special projects, consultancies or replacement of staff on leave.
 - 11.4.2. Employees on contract employment should *have* no expectation of ongoing employment
 - 11.4.3. Prior to commencing employment, employees will be given a letter of offer stating the period of engagement. Any alterations to this period of engagement will be notified in writing to the employee with one weeks' notice of the change.
- 11.5. Casual employment
- 11.5.1. A casual employee is an employee engaged on an hourly basis.
 - 11.5.2. A casual employee will be paid 1/38th of the weekly hourly rate prescribed by this agreement plus a 25per cent loading for the work that they perform.
 - 11.5.3. The minimum period of engagement of casual employees is three hours.
 - 11.5.4. Casual employees who are required to work on weekends and public holidays will, instead of the casual loading, be paid an additional 50% for such work.
- 11.6. Right to request casual conversion
- 11.6.1. Employees engaged by the employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
 - 11.6.2. A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this agreement.
 - 11.6.3. A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months 'casual employment may request to have their employment converted to full-time employment.

- 11.6.4. A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months 'casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 11.6.5. Any request under this sub-Clause must be in writing and provided to the employer.
- 11.6.6. Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- 11.6.7. Reasonable grounds for refusal include that:
- n) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award –that is, the casual employee is not truly a regular casual employee as defined in Clause 11.6.2.
 - o) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - p) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - q) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- 11.6.8. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 11.6.9. Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in Clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- 11.6.10. Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this Clause, the employer and employee must discuss and record in writing:
- r) The form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - s) If it is agreed that the employee will become a part-time employee, the matters referred to in Clause 11.3.2.

- 11.6.11. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
 - 11.6.12. Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
 - 11.6.13. A casual employee must not be engaged and re-engaged (which includes refusal to re-engage) or have their hours reduced or varied, in order to avoid any right or obligation under this Clause.
 - 11.6.14. Nothing in this Clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
 - 11.6.15. Nothing in this Clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
 - 11.6.16. An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this sub-Clause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this sub-Clause by 1 January 2019.
 - 11.6.17. A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in Clause 11.6.16.
- 11.7. Probationary Employment
- 11.7.1. All new employees will be probationary employees for a period of 3 months, depending on their position with SCMSAC. The probationary period may be for a period longer than three months depending on the position. The "letter of offer" will nominate a probationary period appropriate to their particular job.
 - 11.7.2. Probationary employees will be subject to one weeks' notice or payment in lieu if, in SCMSAC opinion, work performance or compliance with SCMSAC rules and regulations is unsatisfactory. The disciplinary procedures as outlined in SCMSAC policy and procedures will be followed before an employee is terminated within the probationary period.
- 11.8. Phased Retirement
- 11.8.1. SCMSAC is committed to ensuring that, as far as operationally possible, the workplace accommodates the reasonable requirements of employee's work, life and family responsibilities. Flexibility will be considered where the business needs can continue to be met and there are real benefits to both the employee and SCMSAC.
 - 11.8.2. To assist mature-aged employees to transition to retirement, employees are able to apply for flexible working arrangements including variable employment and part time employment.

- 11.8.3. Applications from staff must be in writing and will be considered on a case by case basis.

12. TERMINATION OF EMPLOYMENT

12.1. Notice of Termination by Employer

- 12.1.1. In order to terminate the employment of an employee, the employer shall give to the employee a period of notice based on the employee's length of service (see table below.)

Length of Service	Period of Notice
Less than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

- 12.1.2. In addition to the notice in sub-paragraph 12.1.1 employees over 45 years of age who have completed 2 years continuous service at the time of the giving of the notice shall be entitled to an additional week's notice.

- 12.1.3. Payment in lieu of the notice shall be made if the appropriate notice period is not given.

- 12.1.4. Payment in lieu of notice shall be calculated on the basis of the wages an employee would have received in respect of the ordinary time earnings had he or she worked during the period of notice.

- 12.1.5. The period of notice in this Clause shall not apply in the case of dismissal for conduct that justifies summary dismissal or in the case of casual employees, and employees engaged for a specific period or task.

12.2. Notice of Termination by Employee

- 12.2.1. The notice of termination required to be given by an employee shall be the same as that required of an employer, except that there shall be no additional notice based on the age of the employee concerned.

- 12.2.2. If an employee fails to give notice, the employer may withhold, from any monies due to the employee on termination under this agreement or NES, an amount not exceeding the amount the employee would have been paid under this agreement in respect of the period of notice required by this Clause less any period of notice actually given by the employee, subject to the written authority of the employee.

- 12.2.3. It is expected that any employee wishing to resign take appropriate steps to minimise the impact on SCMSAC. It is expected that all employees will return any organisation equipment in their possession. SCMSAC may with the employees written authority, withhold any monies owing to an employee, on

termination, until such a time that all SCMSAC property, including uniforms has been returned.

12.2.4. Employees will be given the option of attending a final exit interview.

12.3. Statement of Employment

12.3.1. The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

13. REDUNDANCY

13.1. An Employee's job is considered to be redundant if the employer has made a definite decision that the job is no longer required and will not be done by any person due to operational requirements such as economic, structural or technical changes. The provisions of this Clause do not apply to casual or fixed term employees.

13.1.1. The Employer will consult with employees likely to be effected by a redundancy situation and where possible will attempt to obtain re-employment opportunities for affected employees.

13.1.2. The Company shall provide the employee with notice of redundancy in accordance with Clause 12.1.1 of this Agreement or payment in lieu of such notice.

13.1.3. In addition to the period of notice prescribed above, an employee whose employment is terminated by reason of redundancy shall be entitled to severance pay in accordance with the following table:

13.2. Severance payment

Length of Service	Period of Notice
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
10 years or more	16 weeks

13.2.1. A "Week's pay" means the ordinary rate of pay provided in this agreement without any allowances or loadings.

- 13.2.2. Where the employee has been transferred to lower paid duties the severance payment shall be an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates.
- 13.3. Employee Leaving During Notice
 - 13.3.1. An employee whose employment is terminated for reasons set out at Clause 13.1 may terminate his or her employment during the period of notice and shall be entitled to the same benefits and payments under this Clause had he or she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- 13.4. Alternative Employment
 - 13.4.1. In a particular redundancy case, SCMSAC may make application to Fair Work Commission to have the general severance pay prescription varied if they obtain acceptable alternative employment for an employee.
- 13.5. Time Off During Notice Period
 - 13.5.1. During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
 - 13.5.2. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 13.6. Employee with Less than One Year's Service
 - 13.6.1. This Clause shall not apply to employees with less than one year's continuous service.
- 13.7. Employees Exempted
 - 13.7.1. This Clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including willful or reckless neglect of duty or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.
- 13.8. Incapacity to pay
 - 13.8.1. The employer, in a particular redundancy case, may make application to FWC to have the general severance pay prescription varied on the basis, of the employer's incapacity to pay.

PART FOUR – CLASSIFICATIONS AND WAGES

14. CLASSIFICATION STRUCTURE

14.1. The classification structure is based on 8 levels. Employees are classified primarily according to the duties and responsibilities of the role. Formal qualifications, or equivalent skills and experience will also provide some directions around where a position sits.

14.2. Classification of Positions

Classification Level	Description	Field/Title
Level 1	A SCMSAC Level 1 employee would generally be required to work under close direction of another worker to undertake routine and basic tasks. Employees at this level have no particular skills or experience in the chosen area of work. This classification is reserved for unskilled, entry level positions.	Junior/ Trainee Unskilled Worker
Level 2	A SCMSAC Level 2 employee would undertake straightforward tasks, operate basic equipment and work under routine direction, while exercising some autonomy. Duties may include basic clerical and administrative support, routine child care, transport services and maintenance. No formal qualifications are required but the employees have developed important skills.	Receptionist Dental Assistant 1-4 years
Level 3	A SCMSAC Level 3 employee would work under general direction on tasks of more complexity. Employees at this level are responsible for setting priorities and managing the workflow of their role. The work produced by employees at this level is subject to routine monitoring by Supervisory Managers. Roles at this level require an appropriate Certificate III qualification or equivalent experience deemed relevant to the role.	Driver Receptionist Maintenance Worker Child Care Worker Dental Assistant (4 years+) Case Worker (PSP)
Level 4	A SCMSAC Level 4 employee while working under general direction would not necessarily receive detailed instructions. They will act within general guidelines and procedures but are accountable for organising their workflow, taking initiative and making decisions regarding the application of established work practices and procedures. Roles at this level require an appropriate Certificate IV qualification or equivalent experience.	Dental Assistant Child Care Worker Case Workers with Dip (PSP) Enrolled Nurses, Project Officers, Health Workers, Finance Officers
Level 5	A SCMSAC Level 5 employee would generally work under limited direction on work that is	

Classification Level	Description	Field/Title
	<p>reasonably complex or specialised in nature. It is expected that employees at this level use initiative and their own judgment to make independent decisions relating to an area of responsibility. Work at this level may have some responsibility for coordinating SCMSAC services and programs and may include the supervision and management of lower level employees. Roles at this level require an appropriate qualification or equivalent experience deemed relevant to the role.</p>	<p>Graduates: Registered Nurses, Dentists, Psychologists, Teachers. Senior Case Workers (4 years+) Senior Health Workers Team Leaders</p>
Level 6	<p>SCMSAC Level 6 employees undertake work with reasonable autonomy and accountability on work that is complex in nature. Employees at this level exercise both initiative and judgment in solving problems. This may involve interpretation and judgment in applying established guidelines. Employees at this level may be responsible for the supervision of lower level employees including performance management. Roles at this level may require an appropriate Degree qualification and equivalent experience deemed relevant to the role.</p>	<p>Health or other experienced professional (3 years+) Childcare Director Team Leader Manager</p>
Level 7	<p>SCMSAC Level 7 employees work unsupervised or autonomously. They may be involved in the direction of an organisational element or major program area. Roles at this level are specifically responsible for the direction and management of lower level employees. Employees may be involved in reviewing and developing policies and procedures, and providing specialist advice and assistance. Generally a person working at this level would have an appropriate Degree Qualification or equivalent experience and may have Vocational qualifications in frontline management.</p>	<p>Specialist Health Professional Team Leader Manager</p>
Level 8	<p>A SCMSAC Level 8 employee is responsible for the management and administration of a regional or state-wide program area. Employees at this level work autonomously and exercise independent judgement. They may provide specialist advice and assistance in their own field as well as having a managerial function. Regional Managers may be appointed at this level.</p>	<p>Specialist Health or other Professionals Manager Regional Manager</p>

15. PAY PROGRESSION

- 15.1. SCMSAC recognises the need to retain and motivate its employees through recognition and rewarding performance, and for providing employees with a progression through the Classification Structure.
- 15.2. The Performance Review is the primary means to be used by employees to access pay and incremental increases and all employees will be reviewed on an annual basis. On completion of the Performance Review process, the Manager will recommend whether an employee is eligible for a regrade upwards in the Classification structure. There is not an automatic entitlement to an increase on an annual basis.
- 15.3. An employee who is not meeting the required level of performance for their Classification will not be regraded.
- 15.4. Incremental increases will not normally be withheld unless the matters of concern, leading SCMSAC to conclude that performance has been less than satisfactory, have been previously conveyed to the employee and an opportunity provided, if appropriate, for the employee to remedy these matters of concern.
- 15.5. Employees who are dissatisfied with the outcome of their annual Performance Review for any reason (including not being regraded) can request a review by the employee's next in line Manager with the ability to escalate to the CEO if they are still unsatisfied.
- 15.6. If an employee is promoted to a new Classification that is on a higher Level and therefore receives a higher rate of pay, the employee is entitled to be paid at the first increment of that Level on appointment. This will only apply in the event of an offer of promotion being made and is not intended to cover circumstances where employees are acting in Higher Duties.
- 15.7. Alternative incentives may be preferred over level increases, such as allowances or other alternative employment conditions.
- 15.8. Employees can request a review and regrade of their position outside of the Performance Review process, in instances such as:
 - a) significant changes in an individual's job responsibly and/or duties has occurred
 - b) significant changes to the key requirements of the position have occurred
 - c) changes in skill sets which may add measureable value to the position (ie new relevant qualifications)
- 15.9. Requests must be in writing and submitted to employees supervisors and each case will be determined on its own merits.
- 15.10. All requests will be acknowledged and determined within a reasonable timeframe.
- 15.11. Notwithstanding anything else in this Agreement, employees will not be paid less than the employee would be paid under an Award that would otherwise cover the employee, increased by the value of allowances. For employees who are within the coverage of the SCHADS Award, this includes the value of additional payments required by the Equal Remuneration Order, including the Transitional Equal Remuneration Payment.

16. PERFORMANCE AND DEVELOPMENT REVIEW PROCESS

- 16.1. All employees covered by this Agreement are required to participate in SCMSAC's Performance and Development Review process and meet their obligations as detailed in their Performance Development Agreement. The only exceptions are non-ongoing staff, who have been contracted for less than three (3) months. The primary obligation of all employees under this process is to have an annual performance agreement with their manager in place on or close to their anniversary date of commencement or within three (3) months of commencing in a different position. This process aims to provide each employee with regular opportunities to discuss with their supervisor performance expectations and the extent to which expectations have been met. It also enables employees to discuss with their supervisor their development needs for both their current responsibilities, and broader career development. Employees may seek a review of their annual rating in accordance with SCMSAC's *Performance and Development Review Policy*.

17. PAYMENT OF WAGES

- 17.1. Wages shall be paid weekly. Employees will receive payment by Wednesday for the previous week worked Monday to Sunday. Payment will be made by bank transfer.
- 17.2. Upon termination of employment, all monies due to an employee shall be paid to the employee on the day of termination and may be in the employee's bank account on the next working day.
- 17.3. Prior to cessation of employment, an employee will return all property owned by SCMSAC including uniforms (paid for by SCMSAC) as part of the authorisation of making the final payment.
- 17.4. SCMSAC undertakes to provide employees with pay slips meeting all requirements of the Fair Work Act.
- 17.5. In the event that an employee ceases employment, and has a current debt amount that has not been fully recovered by the organisation, SCMSAC may deduct an amount from an amount payable to the employee where written permission has been given by the employee. Failing this, SCMSAC reserves the right to recover monies through alternative processes.

18. HIGHER DUTIES

- 18.1. An employee engaged for one day or more during any pay period on duties carrying a higher rate than their ordinary classification will be paid an allowance equal to the amount of difference between their own ordinary rate of pay and the lowest ordinary rate of pay at the higher level.
- 18.2. Employees will only be engaged in higher duties at Levels 6, 7 and 8 on the Classification Structure for 5 working days or more, except where the allowance is paid in connection with acting in a regulatory role in a preschool or childcare facility.
- 18.3. In the case of a person acting in a regulatory role in a preschool or childcare facility (specifically, being the designated Responsible Person), higher duties will be paid when acting in the role for at least one day.

- 18.4. An employee acting at Levels 6, 7 and 8 must assume the whole of the responsibilities of the higher duties position during the relief period. This includes understanding and correctly applying financial authorities and staff management processes such as leave approvals, and signing off on the Position Description to acknowledge it is understood.
- 18.5. Where the employee does not assume the whole of the duties or responsibilities of the position for Levels 6, 7 or 8, the amount to be paid shall be determined by the appropriate Manager in conjunction with HR / Finance.
- 18.6. Payment of higher duties will be paid based on the entry level of the role, not the level or increment at which the person in the role is paid.
- 18.7. A higher duties approval form must be filled in and signed off by an employee at a higher level than the level being filled, before the employee carries out the period of higher duties.

19. ON CALL ALLOWANCE

- 19.1. Where an employee is required and rostered to remain on call and in readiness to be recalled to work after ordinary working hours, the employee will be paid an on-call allowance as per the following:
 - a) Monday to Friday \$20.00 per on-call period (i.e. per day)
 - b) Saturday, Sunday and Public Holidays \$40.00 per on-call period (i.e. per day)
- 19.2. The on-call allowance is paid in recognition that employees are likely to be required to take phone calls during this period and additional payment will not apply for taking or making phone calls except by approval of the relevant Senior Manager.
- 19.3. The allowance provided for in Clause 19.1 will not be paid during any periods of leave or absences from work to attend training or study.
- 19.4. Payment for recall to work will apply when an employee is directed or otherwise required by the organisation to attend the workplace, whether this is the office, or a Client's home, or another work location, when they have been on call. A minimum of three hours will be paid on recall to work at the following rates:
 - a) within a spread of 12 hours from the commencement of the last period of ordinary duty – time and a half;
 - b) outside of a spread of 12 hours from the commencement of the last period of ordinary duty – double time; or
 - c) on days observed as public holidays – double time.
- 19.5. Provided that if an employee is recalled and does not have an uninterrupted break of six hours between midnight and the time of commencement of the next period of ordinary duty the employee will be entitled to time off of six hours from the time of finishing the last recall to the time of commencing the period of duty without loss of pay.

20. ADDITIONAL ALLOWANCES

- 20.1. All employees of SCMSAC are required to undertake First Aid training and to use it as required. Payment for this is part of the hourly rate of pay for each classification.

- 20.2. Directors Allowance (Childcare) will be paid to Directors or Assistant Directors are appointed Director of Boori Preschool, in accordance with Schedule B.
- 20.3. Broken Shift Allowance will be paid to employees who work two separate shifts in one day, in accordance with Schedule B.

21. PRIVATE MOTOR VEHICLE USAGE

- 21.1. SCMSAC has a large pool of company vehicles that should be used by employees to undertake any work related travel.
- 21.2. No employee will be forced to use their own vehicle for work purposes.

22. ACCOMMODATION, MEALS AND EXPENSES FOR BUSINESS-RELATED TRAVEL

- 22.1. If an employee is required to be absent overnight on official SCMSAC business and or training (excluding leave to attend tertiary and or educational institutions such as AHMRC), the employee will be provided with accommodation, to be booked through SCMSAC.
- 22.2. The reasonable cost of meals and other expenses (for example, laundry if it is an extended stay) will be reimbursed in accordance with organisational policy and at no less than the ATO rates.

23. UNIFORMS

- 23.1. Uniforms will be supplied to all SCMSAC employees. Uniforms will comply with the appropriate safety standards to ensure employees carry out work efficiently and safely.
- 23.2. Uniforms supplied and paid for by SCMSAC will remain the property of SCMSAC and should be treated as organisational property.
- 23.3. Except where it is necessary not to wear uniforms in order to uphold the safety and/or privacy of clients in the community, staff are required to wear uniforms in all instances when representing SCMSAC. This includes conferences, work meetings, and official business. It is imperative that employees whilst wearing SCMSAC uniform behave in a manner that upholds the values and reputation of the organisation.
- 23.4. Uniforms include program and partnership shirts and polo t-shirts that have SCMSAC logo clearly identified.
- 23.5. Enclosed footwear must be worn at all times, to ensure compliance with Work, Health and Safety legislation.
- 23.6. Uniforms should only be worn whilst attending work. SCMSAC uniforms are required to be covered if worn outside of working hours.

24. SUPERANNUATION

- 24.1. SCMSAC will contribute to a nominated superannuation fund on behalf of each worker amounts prescribed by the Superannuation Guarantee Act.
- 24.2. SCMSAC will provide each employee on commencement, with an employee details form in which the employee must nominate a superannuation fund to which they would like SCMSAC to make contributions.

- 24.3. An employee may make contributions to the Funds in addition to those made by the company under sub-Clause 24.1.
- 24.4. An employee who wishes to make additional contributions must authorise SCMSAC in writing to pay into the Fund from the employee's wages a specified amount in accordance with the Fund trust deed and rules.
- 24.5. SCMSAC, on receiving written authorisation from the employee, must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.
- 24.6. An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of receipt of this authorisation.
- 24.7. Superannuation contributions will be made by SCMSAC to an employee's nominated superannuation fund at the completion of each calendar month.

PART FIVE – HOURS OF WORK, BREAKS, OVERTIME, WEEKEND WORK

25. HOURS OF WORK

- 25.1. A full time employee will be required to work an average of 38 ordinary hours per week over a 4 week cycle. Ordinary hours will be worked over 5 ordinary working days Monday to Friday by arrangement between the employer and employee.
- 25.2. The span of ordinary hours is between 6:00am and 8:00pm. However, the core business hours of 8:30am to 5:00pm are to be observed. Not more than 10 ordinary hours can be worked in one day.
- 25.3. A 10 hour break in-between shifts will be observed.
- 25.4. The ordinary hours of work will be worked in accordance with the following procedure:
 - a) Ordinary working hours worked will be 8:30am to 5:00pm (with a half hour lunch break) worked in a 20 day cycle, Monday to Friday inclusive, with eight hours worked for 19 days and with 0.4 of an hour on each of those days accruing towards the twentieth day. The twentieth day of that cycle will be known as an Accrued Day Off (ADO), and will be taken as outlined in Clauses 25.4 (b).
 - b) An employee can apply to take an Accrued Day off once the following conditions have been met:
 - i. A full 7.6 hours has been accrued.
 - ii. Reasonable notice (generally one week) of the intention to take the Accrued Day Off has been given to the employee's Manager.
 - iii. The taking of the Accrued Day Off meets operational requirements and the Manager has given the employee approval in advance.
- 25.5. Hours accrued towards an Accrued Day Off cannot be used as sick leave.
- 25.6. If an employee is absent on any type of leave (sick, annual leave, long service leave, special leave, public holiday, or leave without pay) hours do not accrue towards an Accrued Day Off. Therefore, an employee may be required to work more than 19 days to accumulate an Accrued Day Off if they are absent on leave.
- 25.7. ADO hours will accrue on any day that an employee attends training and or study leave with pay, where a full eight-hour day is worked.
- 25.8. ADO hours will accrue on any day that an employee takes Time in Lieu hours, where the combination of Time in Lieu and time worked equates to 8 hours per day.
- 25.9. Accrued Days Off can only be taken as full 7.6 hour days, they cannot be taken as part days.
- 25.10. An employee will be paid 7.6 hours per day when on any type of leave.
- 25.11. While there is no limit on the number of Accrued Days Off that can be accrued, it is expected that employees will take ADOs within a reasonable time frame of them accruing. Generally, this would be when 5 ADOs or more have been accrued. Section Managers will be required to balance operational needs with the taking of ADOs and

where an employee with 5 or more ADOs is requested by their Manager to take them within a time period, the employee will arrange to do so.

- 25.12. Part time, and casual employees do not accrue hours towards an ADO.
- 25.13. Accrued Days Off and any hours accrued towards them will be paid out on termination at the employee's base hourly rate.
- 25.14. Where employees are not consistently working sufficient hours to be entitled to Accrued Days Off, they may be removed from the ADO accrual system at the discretion of the CEO, as recommended by the section Manager.

26. BREAKS

26.1. Meal Breaks

- 26.1.1. Each employee who is required to work on any day or for any continuous period of five hours or more of ordinary time shall be provided with a meal break.
- 26.1.2. Meal breaks shall be for a period of not less than 30 minutes and not more than 1 hour. It is the employer's responsibility to ensure that the employee is able to avail themselves of their meals breaks.
- 26.1.3. Full time employees working on the Accrued Day Off cycle will be entitled to a lunch break of 30 minutes. Part time and casual employees will be entitled to a lunch break of 54 minutes.

26.2. Tea Breaks

- 26.2.1. An employee who works 7.6 hours or more per day shall be entitled to a rest pause of fifteen minutes' duration in the employers' time in the first and second half of his or her daily work.
- 26.2.2. Rest pauses are to be taken as one continuous period, and cannot be taken in conjunction with the lunch period.
- 26.2.3. Such rest pauses shall be taken at such times as will not interfere with the continuity of work and shall be counted as time worked.

26.3. Smoking

- 26.3.1. Smoking is not permitted within 15 metres of SCMSAC buildings (please see SCMSAC Smoking Policy. Employees found to be in breach of the smoking policy will be subject to appropriate disciplinary action.

27. TIMESHEETS

- 27.1. Employees may be required to complete a timesheet at the end of the pay period (weekly). It is each individual's responsibility to record the hours worked, breaks and times of leave. Timesheets are a legal requirement and should be treated as such.
- 27.2. Timesheets are to be entered into the HR system for authorisation by the relevant Manager each Monday.

- 27.3. Timesheets are required to be submitted with the Administration office by no later than 4:30pm Monday. Payment will be received by Wednesday for the previous week worked. In the event an employee fails to lodge a timesheet by 4:30pm Monday, or the Manager / Supervisor is unable to approve by this time and the circumstances are reasonable, payment will be made in the following pay period.

28. OVERTIME

- 28.1. SCMSAC is a not for profit organisation that is heavily reliant on funding. Funding applications do not take into consideration overtime. As a result SCMSAC does not support ongoing overtime as part of our standard practice due to our dependence on funding. Employees should be able to complete their role in specified working hours. If an employee is constantly unable to complete their allocated tasks, a discussion with the Senior Manager should be undertaken.
- 28.2. In the instance that overtime is required, prior approval must be given by a Senior Manager. Explanation will be required to be given as to why the overtime is required to be worked. An overtime authorisation form will need to be completed by a Senior Manager and overtime will not be paid unless the appropriate authorisation form is forwarded to the pay office with an employee's timesheet.

29. OVERTIME RATES

- 29.1. The following overtime rates will be paid for all work done:
- a) in excess of the number of hours fixed as a day's, a week's or a fortnight's work as the case may be— single time up to and including 38 hours per week, at time and a half for the first two hours over 38 in a week and double time thereafter;
 - b) outside the span of hours in Clause 25.2 —time and a half for the first two hours and double time thereafter;
 - c) An employee required to work overtime on a Saturday, Sunday or public holiday will be afforded at least four hours' work, or paid for four hours work, at the appropriate rate, except where such overtime is continuous with overtime commenced on the previous day.
 - d) Any period of overtime involving a recall to duty during an off duty period which is not continuous with the next succeeding rostered period of duty will be paid at a minimum of three hours at the appropriate overtime rate.
 - e) Overtime worked on a Sunday will be paid at double time.
- 29.2. Rest period after overtime
- a) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least 10 consecutive hours off duty will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during this absence.
 - b) If, on the instruction of the employer, the employee resumes or continues to work without having had 10 hours off duty, the employee will be paid at the rate of double time until they are released from duty for such a period. The employee is

then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- 29.3. An employee will be supplied with an adequate meal where an employer has adequate cooking facilities or be paid a meal allowance as set out in Clause 22.2, in addition to any overtime payment, when required to work after the usual finishing time beyond one hour of overtime. Where overtime exceeds four hours, the meal allowance will be paid again.
- 29.4. The overtime rates set out in Clause 29.1 will not apply to, camps, and travel to and from training. Separate provisions will apply in these circumstances, as set out on Clause 30 Camps and Overnight Allowance, and Clause 42 Training Leave.

30. CAMPS AND OVERNIGHT ALLOWANCE

- 30.1. Employees from time to time may be required as part of their role to attend camps or otherwise stay overnight with Clients for safety or security purposes. Special provisions will apply as set out in Clause 30.2, 30.3 and 30.4.
- 30.2. Travel to and from camps must be carried out in normal working hours. If circumstances require an employee to travel outside of normal working hours (8:30am – 5:00pm) prior approval must be given by a Senior Manager. In this instance Time in Lieu will be given, one hour accrued for each hour worked outside normal working hours. This is one of only two circumstances in which Time in Lieu will apply.
- 30.3. Employees required to stay overnight with Clients will be paid the following for each 24-hour period:
 - 30.3.1. Normal working hours (7.6 hours plus 0.4 to ADO), plus an overnight allowance as set out in Schedule B of this Agreement. No part day or hourly rate is payable for the journey to the campsite.
- 30.4. In the event that an employee is required to perform work during the overnight period, the employee will be paid for the time worked at overtime rates for one hour or the duration of the work, whichever is the higher.
- 30.5. For the purpose of overtime payment, "work that an employee is required to perform during an overnight period" would ordinarily be restricted to a response to an incident or emergency. Activities an employee chooses to undertake that are not related to ensuring client safety or security are not "required" work activities.
- 30.6. An employee is not entitled to an overnight allowance if the employee is not required to stay overnight.

PART SIX – LEAVE

31. ANNUAL LEAVE

31.1. Accrual

- 31.1.1. Full time employees are entitled to four weeks (152 hours) annual leave for each completed year of service. Part time employee entitlements are calculated on a *pro rata* basis, based on the number of hours worked per week.
- 31.1.2. The annual leave accrues progressively throughout the year according to the employee's hours of work, and the unused portion is carried forward to the next year.
- 31.1.3. Annual leave must be taken no later than twelve months after becoming due.
- 31.1.4. Annual leave cannot be used as Sick Leave. In exceptional circumstances an employee may apply to the CEO to request annual leave be paid during a period of sick leave, see Clause 32. Personal Leave.
- 31.1.5. Annual leave may only accrue to a maximum of 6 weeks. In exceptional circumstances the CEO may extend this accrual or request a leave plan be submitted by the employee to reduce this entitlement. The CEO reserves the right to direct an employee to take annual leave by up to 25% of the accrued entitlement.

31.2. Leave Loading

- 31.2.1. Leave loading of 17.5% will be paid when an employee takes leave, on accrued and pro rata annual leave paid on termination of employment and if they elect to cash in their excess annual leave entitlement as per Clause 31.6.

31.3. Public Holidays falling during annual leave

- 31.3.1. The annual leave prescribed by this Clause shall be exclusive of any public holiday. If a holiday falls within an employee's period of annual leave and is observed on what would have been an ordinary working day for that employee, one day for each such holiday shall be added to that annual leave.

31.4. Time of Taking Leave

- 31.4.1. Annual leave will be taken at a time mutually agreed between the employer and the employee. SCMSAC reserves the right to require an employee to take annual leave by giving at least four weeks' notice in the following circumstances:
 - a) As part of a close down of its operations;
 - b) Where an employee has more than 6 weeks accrued.
- 31.4.2. Employees who are engaged in childcare or educational settings with non-term weeks must take annual leave during non-term weeks. If insufficient paid leave is available, they will be granted unpaid leave.

31.5. Proportionate leave on termination

- 31.5.1. If an employee leaves his or her employment, or his or her employment is terminated by the employer through no fault of the employee, the employee shall be paid a *pro rata* amount for the period of leave where a full twelve months service has not been completed.
- 31.5.2. Leave loading will be paid on proportionate leave on termination.
- 31.6. Cash out of excess annual leave
 - 31.6.1. An employee may cash out accrued annual leave subject to the following NES requirements:
 - a) The employee may not cash out annual leave if the cashing out would result in the employee's remaining accrued entitlement to annual leave being less than 4 weeks; and
 - b) In order to cash out annual leave SCMSAC and the employee must make a separate agreement in writing for each cashing out of a particular amount of annual leave.

32. PERSONAL LEAVE

- 32.1. Accrual
 - 32.1.1. An employee who is absent from work shall be entitled to leave of absence without deduction of pay where the employee is absent due to:
 - a) Personal illness or injury (sick leave); or
 - b) For the purposes of caring for an immediate family or household member who is sick or injured and requires the employee's care and support or in an unexpected emergency (carer's leave).
 - 32.1.2. Full time employees are entitled to twelve (12) days (91.2 hours) of personal leave. Part time employees will accrue personal leave on a pro-rata basis.
- 32.2. Notification Requirements
 - 32.2.1. All employees shall, where practicable, notify their immediate manager personally of their absence, within half an hour of the commencement of their normal shift. For those positions which require a replacement employee to be engaged, notification 1 hour prior to the commencement of an employee's normal shift must be given. If an employee's immediate manager is unavailable, employees are required to report their absence to senior person in their area, or to executive management. Sending a text message is not an appropriate form of notification.
 - 32.2.2. The employer reserves the right to ask for a medical certificate for any absence. A manager will make it known to the employee if a sick certificate is required for the absence when the employee makes notification of the absence.
- 32.3. Unused personal leave will accumulate.

- 32.4. Once an employee has exhausted their paid personal leave entitlements, an employee is still entitled to take unpaid carer's leave of up to 2 days per occasion. A medical certificate may be requested.
- 32.5. Where a medical certificate is requested and is not provided, the absence will be recorded as unauthorised.
- 32.6. Annual leave cannot be used as personal leave.
- 32.6.1. Once an employee's sick leave entitlements have been exhausted, annual leave cannot be approved and paid when an employee is away on account of personal illness or injury, or for the purposes of caring for an immediate family member. Approval can be sought from the Chief Executive Officer for payment of annual leave in extreme cases where the sick/carers leave sought will be in excess of 5 consecutive working days.
- 32.7. Sickness while on annual leave
- 32.7.1. An employee who suffers a personal illness or injury while on annual leave shall be entitled to additional paid leave for a period equal to the period of illness or injury during annual leave, subject to the following:
- a) Within 24 hours of the employee's return to work the employee shall produce to the employer a certificate from a qualified medical practitioner as to the illness or injury.
 - b) The additional paid leave shall be subject to the availability of sick leave and shall be set off against accumulated sick leave credits.
 - c) The additional paid leave shall be given and taken at a mutually convenient time.
 - d) The additional paid leave shall be treated as accrued annual leave, but will not attract leave loading (because leave loading has already been paid as part of the original period).
- 32.8. Cashing Out Personal Leave
- 32.8.1. Employees may request to cash out up to two weeks (76 hours) of their personal leave entitlement every 12 months (or the pro-rata equivalent for part time employees) if the following conditions are met:
- a) A request to cash out personal leave must be given in writing from the employee, providing a minimum of one month's written notice, and
 - b) The employee must retain a minimum of 15 days accrued personal leave.
- 32.8.2. The employer reserves the right to refuse such a request for reasons which may include occupational health and safety or operational grounds.
- 32.8.3. Sick leave will not be paid out on termination of employment.

33. COMPASSIONATE LEAVE

- 33.1. Full-time and part-time employees shall be entitled to a maximum of three (3) days leave without loss of pay, for each occasion, and on the production of satisfactory evidence,

where a member of the employee's immediate family or household has a personal illness or injury that poses a serious threat to his or her life, or dies, as defined in the Fair Work Act 2009.

- 33.2. Immediate family is defined as per the Fair Work Act as the following:
- a) a spouse, defacto partner, child, parent, grandparent or sibling of the employee;
 - b) a child, parent, grandparent or sibling of a spouse or defacto partner of the employee;
- 33.3. SCMSAC extends the definition of "immediate family" to include the siblings of an employee's parents and the children of an employee's siblings.
- 33.4. Full-time and part-time employees will be allowed up to one paid day per year to attend the funeral of a person "where a family relationship or cultural kinship relationship can be demonstrated".

34. PUBLIC HOLIDAYS AND CHRISTMAS CLOSE DOWN PERIOD

- 34.1. Subject to the conditions contained herein, full time and part time employees shall be entitled to the following public holidays without loss of pay in accordance with the NES. These are New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Christmas Day, Boxing Day and any day, or part day, declared or prescribed by or under a law of the State to be observed generally within the State, or region of the State, as a public holiday.
- 34.2. In addition to the public holidays listed in Clause 34.1, National Aboriginal and Torres Strait Islanders Observance Day (NAIDOC) will be given as a public holiday.
- 34.3. All employees (except casuals) will be paid for three (3) additional public holidays in the week that Christmas and Boxing Day fall, or are compensated for, as part of the Christmas close down period. The Board of Directors will define a close down period each year. Employees will be notified at least four weeks ahead of the requirement to take leave. Employees working in sections that have continuous operations will be permitted to work during the close down period and even in sections with continuous operations, minimum staffing levels will be in place. Employees who do not have enough paid annual leave for the close down period will be granted approved unpaid leave or will be permitted to work with approval from the CEO. If approval to work during the close down period is granted, employees will be paid at ordinary rates.
- 34.4. In relation to part time employees, these additional public holidays will only be paid if the days declared additional public holidays during the Christmas shut down period fall on a day they would normally be rostered to work.
- 34.5. Generally SCMSAC considers it unnecessary for staff to work on public holidays. Should pressure of work or client demands require otherwise, prior approval from management is required.
- 34.6. Any employee required to work on a public holiday will be compensated as follows:
- a) payment at the rate of double time and one half for all time worked.

35. CEREMONIAL LEAVE

- 35.1. An employee who is legitimately required by Aboriginal and Torres Strait Islander Tradition to be absent from work for Aboriginal and Torres Strait Islander ceremonial purposes will be entitled to up to 76 hours unpaid leave in any one year. Approval must be given by the Chief Executive Officer.

36. SPECIAL LEAVE

- 36.1. SCMSAC may grant leave with pay not already covered by other policies subject to meeting satisfactory application. This leave can only be authorised by the Chief Executive Officer and only where all other applicable leave entitlements have been exhausted.
- 36.2. Employee entitlements will not accrue during any period of approved special leave but continuity of service will not be broken.
- 36.3. Special leave will be considered on a case by case basis and will only be granted in extenuating circumstances, i.e. treatment for life threatening conditions.

37. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 37.1. All employees, including part time and casual employees are entitled to 7 days unpaid leave each year to deal with family and domestic violence.

38. COMMUNITY SERVICE LEAVE

- 38.1. Community Service Leave will be in accordance with the National Employment Standards under the Fair Work Act 2009.

39. LEAVE WITHOUT PAY

- 39.1. An employee may apply for leave without pay in certain circumstances. Applications for such leave must be accompanied by a statement of the circumstances supporting the application. Each case will be considered on its individual merits with the final decision resting with the Chief Executive Officer.
- 39.2. After a period of leave without pay, a staff member will return at the substantive level which they held before taking the leave. If the position they held immediately prior to the period of leave without pay was a higher duties role, unless that higher duties role is still available and they are still required to perform it, they will return to their permanent level or, if not employed permanently, the level they are placed at on their current contract of employment.
- 39.3. It is expected that a staff member will exhaust all leave entitlements prior to the commencement of a period of leave without pay, with the exclusion of leave without pay for the purpose of serious family illness or death, extended study leave or a similar arrangement that is of benefit to SCMSAC. Such entitlements include ADO hours, Annual Leave and Long Service Leave.
- 39.4. Periods of leave without pay in excess of one week will not count as service for the purpose of accruing leave entitlements, however this period will not cause a break in service i.e. service will be continuous. As such, the accrual of annual leave, long service leave, sick leave, and maternity/paternity shall cease, until recommencement of employment.

- 39.5. SCMSAC reserves the right to backfill the staff member's position while that staff member is on leave without pay if necessary.

40. PARENTAL LEAVE

- 40.1. Parental Leave will be in accordance with the National Employment Standards under the Fair Work Act 2009.
- 40.1.1. All permanent full time and part time employees who have completed at least 12 months continuous service are eligible to take 52 weeks unpaid parental leave. An employee who takes 12 months of unpaid parental leave may request additional unpaid leave of up to 12 months.
- 40.1.2. Casual workers are eligible for unpaid parental leave provided they were employed on a regular and systematic basis over a 12-month period prior to the expected date of birth.
- 40.1.3. Parental leave cannot be taken by an employee in conjunction with any parental leave taken by their spouse or partner, except for a one week period at the time of the birth or adoption of the child. The 52 week period will be reduced by any period of leave taken by the employees spouse or partner.
- 40.2. In addition to the unpaid entitlements provided for in the Fair Work Act 2009, SCMSAC will provide the following paid parental leave to full time and part time employees (excludes casual employees):
- 40.2.1. Spouse/Partner Leave: At the time of the child's birth, a spouse/partner will be granted 2 days paid leave.
- 40.2.2. Parental Leave: A permanent full time or part time employee who has completed 12 months continuous service, and who will be the child's primary care giver, will be paid parental leave for a period of 5 weeks full pay or 10 weeks half pay.
- 40.2.3. Part time employees will be paid pro rata entitlement based on the number of hours worked per week.
- 40.2.4. At least 10 weeks prior to taking a period of paid/unpaid parental leave, an employee must notify SCMSAC in writing of their intention to take parental leave which specifies the start and finish dates of the leave.
- 40.2.5. If a public holiday falls during a period of paid parental leave, an additional day will not be added to the employee's period of paid leave.
- 40.2.6. Employer superannuation payments will not apply on periods of paid parental leave.
- 40.2.7. An employee must return to work for three months after taking a period of paid parental leave. In the event the employee does not return the period of paid parental leave taken will be required to be repaid. An agreement will be required to be signed by the employee before commencing a period of paid parental leave, authorising the repayment of the parental leave from any outstanding entitlements the employee may have available, in the event the employee does not return to work.

- 40.2.8. The period of paid and unpaid parental leave will not break an employee's continuity of service, however entitlements such as annual leave, sick leave and long service leave will not accrue during this period.
- 40.2.9. Employees are entitled to unpaid and paid parental leave of up to 52 consecutive weeks, with a minimum period of 6 weeks. An employee who takes 12 months of paid and unpaid parental leave may request additional unpaid leave of up to 12 months, immediately following the completion of the initial 12 months. An employee must put the request in writing, giving at least 4 weeks' notice of the intention to take an additional period of unpaid leave. The written request must specify the period of additional leave with an expected date of return.
- 40.2.10. In the instance an employee decides to return to work earlier than the expected return date, or extend a period of paid parental leave, must provide the request in writing, and provide at least four weeks' notice of their intention to return early or extend the period.
- 40.2.11. Employees can choose to take any available annual leave or long service leave in conjunction with their paid and unpaid parental leave entitlements.
- 40.2.12. SCMSAC will consider requests for flexible working arrangements when an employee returns to work after a period of paid/unpaid parental leave.

41. LONG SERVICE LEAVE

- 41.1. In relation to long service leave SCMSAC will follow the provisions of the *Long Service Long Service Leave Act 1955 NSW*, except for accrual provisions which will follow the Long Service Leave (Commonwealth Employees) Act 1976 that is for each 10 years of continuous service an employee will be entitled to 12 weeks of long service leave.
 - 41.1.1. For each additional 5 years of completed service an employee will accrue 6 weeks long service leave.
- 41.2. In relation to pro rata long service leave entitlements the following will apply:
 - a) An employee who resigns or is terminated (except in instances of serious misconduct) who has completed between 5 and 10 years of service will be paid pro rata long service leave.
 - b) Employees who have completed seven years of service will be entitled to take pro rata long service leave. Approval to take long service leave will be based on operational requirements. A minimum of two weeks leave must be taken.
- 41.3. Service means an employee whether full time, part time or casual.
- 41.4. Service is deemed continuous if an employee is re-employed within two months of being terminated for whatever reason. The period of interruption will not count as service for the purpose of calculating long service leave.
- 41.5. The following absences from work will not break continuity of service; however, the period of interruption will not count as service for the purposes of calculating long service leave. This includes special leave with or without pay, leave without pay, and paid/unpaid parental leave.

- 41.6. Employees who have completed 10 years' service or more are entitled to *pro rata* long service leave payment on termination for any reason, including dismissal for serious misconduct. An employee can also take long service leave pro rata for service in excess of 10 years.

42. TRAINING LEAVE

42.1. Definition and Approval

- 42.1.1. For the purposes of this Clause, training leave shall mean leave to attend training courses and or seminars.
- 42.1.2. Employees shall have successfully completed their probationary period before becoming entitled to the provisions of this Clause.
- 42.1.3. An employee wishing to undertake training will be required to put the request in writing to their Senior Manager and or CEO, detailing the cost, time away from work, learning outcomes, and benefits to the employee and organisation. A Senior Manager may also Nominate an employee to attend training as part of their annual Performance Development Review.
- 42.1.4. Consideration will be given and approval to attend will be based on the following:
- a) Employee's length of service and performance record
 - b) The relevance of the training to the employee's current role, and future career development
 - c) The benefit of the training to the organisation and its clients
 - d) Organisational constraints; the organisation will not be unduly inconvenienced.
- 42.1.5. Approval to attend training will be given by the Senior Manager, where the training is consistent with the requirements of the employees role and position description. In the instance an employee is required to attend training prior to the successful completion of a probationary period approval will be required to be obtained from the CEO.
- 42.1.6. Employees should travel to training in normal working hours. In the instance an employee is required to attend travel outside normal working hours as set out in Clause 30.2, an employee will be compensated as Time in Lieu, one hour accrued for each hour worked. This is one of only two circumstances in which Time in Lieu will apply.

42.2. Payment to attend training

- 42.2.1. Once approval has been given to attend training SCMSAC will pay for the following:
- a) Course fees
 - b) full pay for ordinary time that would have been worked had the employee been at work

- c) Accommodation, meals and incidentals as set out in Schedule B.
 - d) Travel to and from training courses which is undertaken outside of normal working hours will be paid as time in lieu, one hour accumulated for each hour worked.
- 42.2.2. If an employee fails to pass the training through fault of their own, the employee will be liable for repayment of the course fees. SCMSAC reserves the right to deduct the course fees from the employees wages, at a rate agreed upon with the employee.
- 42.2.3. The provisions of this Clause do not apply to leave to attend tertiary institutions.

43. STUDY SUPPORT SCHEME

- 43.1. SCMSAC encourages its employees to undertake formal tertiary studies in fields which link to the achievement of its corporate goals. SCMSAC's Study Support Scheme encourages employees to undertake formal courses of study at tertiary and higher education institutions and other vocational education courses by providing access to study leave during normal hours of duty.
- 43.2. Ongoing full time and part time employees who have successfully completed their nominated probationary period are eligible to apply for study leave (with or without pay) and financial assistance under SCMSAC's Study Support Scheme.
- 43.3. The Chief Executive Officer may approve the costs of a course of study in a tertiary institution where the course is approved as part of the employee's job related key responsibilities in their performance agreement, where it meets the requirements of the business and position and the use of the study is cost effective.
- 43.4. Financial support may be upfront (with the requirement to reimburse if the course is not satisfactorily completed) or upon presentation of course results and evidence of expenditure. Prior to any financial support being provided, the employee will be required to sign a Training Contract so that all parties understand the commitments and obligations.
- 43.5. Should an employee terminate their employment or their employment be terminated by the employer during the course of completing the course, any financial support given to the employee may be deducted from termination monies where a payroll deduction authority form has been completed by the employee.

44. STUDY LEAVE WITH PAY

- 44.1. The granting of Study Leave is not automatic, and is always subject to the operational requirements of the section within the organisation where the employee works. SCMSAC considers it is good practice for an employee to discuss with their manager, at the beginning of each semester, course outlines and leave requirements.
- 44.2. An employee who has study leave approved to attend study at a tertiary or vocational institution will be entitled to leave on full pay to attend tertiary study or any other compulsory study activities required for succession completion of the course of study.

- 44.3. Travel to and from tertiary study will be at the employee's own expense and no further allowances or payments will apply to employees on approved study leave.

45. STUDY LEAVE WITHOUT PAY

- 45.1. Study leave without pay may be granted by the Chief Executive Officer for a maximum period of 12 months to allow employees to undertake full-time study. Periods of study leave without pay for periods longer than 12 months will be considered in exceptional circumstances. Study leave without pay does not count as service for the purpose of accruing annual leave, personal leave or long service leave, but will not break the continuity of service.

46. UNION LEAVE

- 46.1. Provided that at least 2 weeks written notice is given by the union, appointed union delegates will be granted 3 days unpaid leave, per calendar year, to attend annual union conferences and training.
- 46.2. The application to the employer must be in writing and include the nature, content and duration of the course to be attended.
- 46.3. The employer reserves the right to decline leave for appointed delegates based on operational requirements at the time.

SCHEDULE A

47. HOURLY RATES BY CLASSIFICATION

Classification Level	Increment	Hourly Rate \$
1	1.1	\$23.06
	1.2	\$23.69
	1.3	\$24.35
	1.4	\$25.02
2	2.1	\$25.70
	2.2	\$26.41
	2.3	\$27.14
	2.4	\$27.88
3	3.1	\$28.65
	3.2	\$29.44
	3.3	\$30.25
	3.4	\$31.08
4	4.1	\$31.93
	4.2	\$32.81
	4.3	\$33.71
	4.4	\$34.64
5	5.1	\$35.59
	5.2	\$36.57
	5.3	\$37.58
	5.4	\$38.61
6	6.1	\$39.67
	6.2	\$40.76
	6.3	\$41.89
	6.4	\$43.04
7	7.1	\$44.22
	7.2	\$45.44
	7.3	\$46.69
	7.4	\$47.97
8	8.1	\$49.29
	8.2	\$50.64
	8.3	\$52.04
	8.4	\$53.47

SCHEDULE B


48. ALLOWANCE RATES

Clause	Payment Rate	Allowance Rates for the life of the Agreement \$
Clause 18	On Call Allowance	Monday to Friday - \$20 per on call period Saturday, Sunday and Public Holidays \$40 per on call period
Clause 29	Overnight Allowance	\$100 per day
Clause 19	Directors Allowance (Childcare)	\$3.26 per hour (flat)
Clause 19	Broken Shift Allowance	\$16.00 per day (flat)

SCHEDULE C

49. SIGNATURES OF THE PARTIES

Signed on behalf of South Coast Medical Service Aboriginal Corporation

<u>CRAIG ARDLER</u>	<u>CHIEF EXECUTIVE OFFICER</u>	<u></u>	<u>4/09/2019</u>
Name	Role	Signature	Date

<u>EMMA BENNETT</u>	<u>HR OFFICER</u>	<u></u>	<u>4/9/19</u>
Witness Name	Role	Signature	Date

Signed on behalf of the Employees

<u>Christopher Ardler</u>	<u>Team Leader</u>	<u></u>	<u>4/09/19</u>
Name	Role	Signature	Date

<u>Nathanael Curtis</u>	<u>Wellbeing Services Manager</u>	<u></u>	<u>4/9/19</u>
Witness Name	Role	Signature	Date