

## South Coast Aboriginal Medical Service Enterprise Agreement

Dear Member,

Attached is the South Coast Medical Service Aboriginal Corporation Enterprise Agreement Draft for the upcoming bargaining meeting on **Monday 21st January at 10am.**

The HSU will be representing all its members throughout the bargaining process.

This will be the first meeting during which management and union representatives will set up the process and review the suggested changes outlined in the attached document.

### **Member feedback requested**

We are now seeking feedback, views and comments from our members.

Remember that this document covers your conditions and pay while you're at work. What do you want to see in your Enterprise Agreement?

You can offer your feedback or ideas via email [peter.mason@hsu.asn.au](mailto:peter.mason@hsu.asn.au) with subject line *South Coast AMS Enterprise Agreement*.

**Not a member of the HSU? Now is time to join and have your say! You can join online at [www.hsu.asn.au/join](http://www.hsu.asn.au/join) or call 1300 478 679 and join over the phone.**

A union's effectiveness and negotiation power depends upon the strength and density of its membership base. Join your work colleagues today by becoming a member of the Health Services Union and help us continue to protect and improve your working life.

In unity,



Gerard Hayes  
Secretary, HSU NSW/ACT/QLD



# **SOUTH COAST MEDICAL SERVICE ABORIGINAL CORPORATION**

  

## **ENTERPRISE AGREEMENT**

**~~2012—2015~~2018-2021**

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## PART 1 - APPLICATION AND OPERATION

### 1. TITLE

- 1.1 This Agreement will be known as the South Coast Medical Service Aboriginal Corporation Enterprise Agreement ~~2012 – 2015~~ 2018 – 20...

### 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 ~~2012-2018 – 2015~~ 20...
  - b) ~~The~~ “SCMSAC” or “the Employer” means the South Coast Medical Service Aboriginal Corporation.
  - ~~c) — The “FWA” means the Fair Work Australia.~~
  - ~~d) c)~~ “The “Act” means the *Fair Work Act 2009 (Cth)*
  - ~~e) d)~~ The “CEO” means Chief Executive Officer.
- 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 ~~Fair Work Australia~~ The Fair Work Commission. The Agreement has a nominal expiry of (to be agreed) ~~three (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.

### 4. APPLICATION OF THE AGREEMENT

- 4.1 This Agreement is binding on:
- a) ~~the~~ SCMSAC; and,
  - b) Employees of ~~the~~ SCMSAC who are engaged in any of the callings or classifications defined by the Schedule A Clause 14. Classification Structure of this Agreement.
- 4.2 Medical 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 ~~2004-2007~~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 ~~Company~~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:
- a) 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.



## PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

### 7. CONSULTATION ARRANGEMENTS

- 7.1 This arrangement applies if:
- a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; ~~and that is likely to have a significant effect on employees of the enterprise ; or~~
  - b) ~~the change is likely to have a significant effect on employees of the enterprise.~~ Proposes to introduce a change to the regular roster or ordinary hours of work
- 7.2 The employer must notify the relevant employees of the decision to introduce the major change.
- 7.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 7.4 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.
- 7.5 As soon as practicable after making its decision, the employer must:
- a) discuss with the relevant employees:
    - i. the introduction of the change; and
    - ii. the effect the change is likely to have on the employees; and
    - iii. measures the employer is taking to avert or mitigate the adverse effect
    - iv. effect of the change on the employees; and
  - b) 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.
- 7.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- 7.8 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.

7.9 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.

7.10 For a change referred to in 7.1 b):

- a) the employer must notify the relevant employees of the proposed change; and
- b) subclauses 7.11 And 7.14 apply

7.11 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

7.12 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
- c) 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)

7.13 However the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

7.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

7.15 In this term, relevant employee's means the employees who may be affected by the major change.

## **8. DISPUTES PROCEDURES FOR ENTERPRISE AGREEMENTS**

8.1 This term sets out procedures to settle a dispute about a matter arising about this agreement or the National Employment Standards.

~~In the event of a dispute arising about this agreement or the National Employment Standards the parties to the dispute will attempt to resolve the dispute at the workplace level as follows:~~

- ~~a) the employee and their supervisor will meet and confer on the matter; and~~
- ~~b) if the matter is not resolved at such a meeting, the parties will arrange for further discussions between the employee and his or her nominated representative, if any, and more senior levels of management.~~

8.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.~~If the matter is unable to be resolved at the workplace level and all appropriate steps under 8.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia (FWA) for resolution.~~

8.3 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.~~The parties may agree on the process to be utilised by Fair Work Australia, including mediation, conciliation and consent arbitration.~~

8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.~~Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.~~

8.5 Fair Work Australia may deal with the dispute in 2 stages:

- a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and~~An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.~~

b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Australia 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.

8.6 While the parties are trying to resolve the dispute using the procedures in this term:~~The parties to the dispute and their representatives must act in good faith in relation to the dispute.~~

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.

~~8.7 While the parties attempt to resolve the matter, the parties will respect the status quo. However, the employer may direct an employee to perform other available work, either at the same workplace or at another workplace, on full pay, if it is reasonable to do so to protect the health and safety of employees.~~

## **9. COMMUNICATION IN THE WORKPLACE**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 Senior Managers will hold monthly staff meetings at which all employees have the opportunity to share ideas, grievances, and opportunities.
- 9.5 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.
- 9.6 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 3 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

### **10. EMPLOYMENT CATEGORIES**

- 10.1 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.
- 10.2 Categories
- 10.2.1 A full time employee shall be a weekly employee engaged for 38 ordinary hours per week or an average thereof.
- 10.2.2 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 10.3.
- 10.2.3 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 10.4.
- 10.2.4 A casual employee shall be an employee who is engaged as and when required according to the conditions specified in Clause 10.5.
- 10.3 Part Time Employment
- 10.3.1 A part time employee is one who is engaged on an ongoing basis who:
- (i) works less than full time hours of 38 per week
  - (ii) has reasonably predictable hours of work; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full time employees.
- 10.3.2 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.
- 10.3.3 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.
- 10.3.4 A part-time employee may agree to work additional hours i.e. in addition to those agreed in clause 10.3.2. 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 in outside the span of ordinary hours specified in clause 34 and all hours in excess of 38 per week will be paid at the applicable overtime rate in Clause 38. The employee may refuse to work additional hours if they are unreasonable.

- 10.3.5 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 week specified in clause 10.3.4.
- 10.3.6 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.
- 10.4 Fixed Term Employment
- 10.4.1 From time to time the 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.
- 10.4.2 Employees on contract employment should *have* no expectation of ongoing employment
- 10.4.3 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.
- 10.5 Casual employment
- 10.5.1 A casual employee is an employee engaged on an hourly basis.
- 10.5.2 A casual employee will be paid 1/38<sup>th</sup> of the weekly hourly rate prescribed by this agreement plus a 25per cent loading for the work that they perform.
- 10.5.3 The minimum period of engagement of casual employees is three hours.
- 10.5.4 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.
- 10.6 Probationary Employment
- 10.6.1 All new employees will be probationary employees for a period of 3 months, depending on their position with the 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.
- 10.6.2 Probationary employees will be subject to one weeks' notice or payment in lieu if, in the SCMSAC opinion, work performance or compliance with the SCMSAC rules and regulations is unsatisfactory. The disciplinary procedures as outlined in the SCMSAC policy and procedures will be followed before an employee is terminated within the probationary period.



## 11. TERMINATION OF EMPLOYMENT

### 11.1 Notice of Termination by Employer

11.1.1 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
<i>Less than 1 year</i>	<i>1 week</i>
<i>More than 1 year but less than 3 years</i>	<i>2 weeks</i>
<i>More than 3 years but less than 5 years</i>	<i>3 weeks</i>
<i>More than 5 years</i>	<i>4 weeks</i>

11.1.2 In addition to the notice in sub-paragraph 11.1.1 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.

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

11.1.4 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.

11.1.5 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.

### 11.2 Notice of Termination by Employee

11.2.1 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.

11.2.2 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.

11.2.3 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. The 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.

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

### 11.3 Statement of Employment

11.3.1 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.

## 12. REDUNDANCY

12.1 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.

12.1.1 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.

12.1.2 The Company shall provide the employee with notice of redundancy in accordance with Clause 11.1.1 of this Agreement or payment in lieu of such notice.

12.1.3 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:

### 12.2 Severance payment

<b>Period of Service</b>	<b>Redundancy Pay</b>
<i>At least 1 year but less than 2 years</i>	<i>4 weeks</i>
<i>At least 2 years but less than 3 years</i>	<i>6 weeks</i>
<i>At least 3 years but less than 4 years</i>	<i>7 weeks</i>
<i>At least 4 years but less than 5 years</i>	<i>8 weeks</i>
<i>At least 5 years but less than 6 years</i>	<i>10 weeks</i>
<i>At least 6 years but less than 7 years</i>	<i>11 weeks</i>
<i>At least 7 years but less than 8 years</i>	<i>13 weeks</i>
<i>At least 8 years but less than 9 years</i>	<i>14 weeks</i>
<i>At least 9 years but less than 10 years</i>	<i>16 weeks</i>
<i>10 years or more</i>	<i>16 weeks</i>

- 12.2.1 A "Week's pay" means the ordinary rate of pay provided in this agreement without any allowances or loadings.
- 12.2.2 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.
- 12.3 Employee Leaving During Notice
- 12.3.1 An employee whose employment is terminated for reasons set out at Clause 12.1 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.
- 12.4 Alternative Employment
- 12.4.1 In a particular redundancy case, SCMSAC may make application to Fair Work Australia to have the general severance pay prescription varied if they obtain acceptable alternative employment for an employee.
- 12.5 Time Off During Notice Period
- 12.5.1 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.
- 12.5.2 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.
- 12.6 Employee with Less than One Year's Service
- 12.6.1 This clause shall not apply to employees with less than one year's continuous service.
- 12.7 Employees Exempted
- 12.7.1 This clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including wilful 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.

12.8 Incapacity to pay

12.8.1 The employer, in a particular redundancy case, may make application to FWA to have the general severance pay prescription varied on the basis, of the employer's incapacity to pay.

~~12.9 Transitional Provisions NAPSAs Employees~~

~~The transitional arrangements provided for NAPSAs employees, under Clause 12.5 of the Health Professionals and Support Services Award 2010, and Clause 12.5 of the Nurses Award 2010 are incorporated by reference into this Agreement.~~

## PART 4 - CLASSIFICATIONS AND WAGES

### **INCENTIVE PAYMENT**

- 13.1 ~~A one-off approval bonus will be paid on the endorsement of the agreement by the majority of employees by 30<sup>th</sup> June 2012. This incentive will be in the form of a bonus payment, which will be an amount of 3% of each individual employee's annual salary for the 2011-2012 financial years.~~
- 13.2 ~~In recognition of increased productivity within SCMSAC an efficiency increase of 3% will be applied to all employee wages subject to the following conditions being met by 31<sup>st</sup> August each year:~~
- 13.2.1 ~~90% of employees having participated in the SCMSAC's Performance Development Review process, with performance agreements completed and in place for the financial year and having been assessed against their agreement in accordance with SCMSAC's Performance Development Review process, as per Clause 25; Agreement~~
- 13.2.2 ~~90% of employees lodging their Performance Development Review electronically on the SCMSAC intranet; and~~
- 13.2.3 ~~Subsequent to the changes above being met, a 3% wage increase will be applied effective from 1<sup>st</sup> September each year.~~
- 13.2.4 ~~If the 90% completion target is not achieved by the 31<sup>st</sup> August, the 3% increase will be passed on once the 90% completion rate has been met. The increase will not be back paid to 31<sup>st</sup> August.~~

### **14-13. GENERAL EMPLOYEES CLASSIFICATION STRUCTURE**

- 14.1 ~~The following classifications shall be paid within the General stream: Transport Officers, Gardeners, Handy person/s, Cleaners or any combination of these positions. 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.~~

### **CLASSIFICATION OF POSITIONS**

#### **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.

#### 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, however staff may improve their skills by undertaking training.

#### 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 may require an appropriate Certificate III qualification or equivalent experience deemed relevant to the role.

#### Level 4

A SCMSAC Level 4 employee while working under general direction would not necessarily receive details instructions. They are accountable for organising their workflow, taking initiative and making decisions regarding the application of established work practices and procedures.

Roles at this level may require an appropriate Certificate IV qualification or equivalent experience.

#### Level 5

A SCMSAC Level 5 employee would generally work under limited direction on work that is moderately complex 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 responsibilities for coordinating SCMSAC services and programs and may include the supervision and management of lower level employees.

Roles at this level may require an appropriate Diploma qualification or equivalent experience deemed relevant to the role.

#### Level 6

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 or equivalent experience deemed relevant to the role.

#### Level 7

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.

#### Level 8

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.

Level	\$ Hourly Rate@ 1/7/12	\$ Hourly Rate 90% PDR's being completed by 31 August 2012. 3% increase	\$ Hourly Rate 90% PDR's being completed by 31 August 2013. 3% increase	\$ Hourly Rate 90% PDR's being completed by 31 August 2014. 3% increase
Level 1	\$17.67	\$18.20	\$18.75	\$19.31
Level 2	\$18.19	\$18.74	\$19.30	\$19.88
Level 3	\$18.67	\$19.23	\$19.81	\$20.40
Level 4	\$23.44	\$24.14	\$24.87	\$25.61

## **15. ADMINISTRATIVE EMPLOYEES**

15.1—The following classifications shall be paid within the Administrative stream: medical receptionists, receptionist, administrative officers, office coordinators, bookkeepers, finance officers.

Level	\$ Hourly Rate@ 1/7/12	\$ Hourly Rate 90% PDR's being completed by 31 August 2012. 3% increase	\$ Hourly Rate 90% PDR's being completed by 31 August 2013. 3% increase	\$ Hourly Rate 90% PDR's being completed by 31 August 2014. 3% increase
Level 1	\$18.82	\$19.38	\$19.96	\$20.56
Level 2	\$20.41	\$21.02	\$21.65	\$22.30
Level 3	\$21.76	\$22.41	\$23.08	\$23.77
Level 4	\$23.47	\$24.17	\$24.90	\$25.65
Level 5	\$26.03	\$26.81	\$27.61	\$28.44
Level 6	\$29.74	\$30.63	\$31.55	\$32.50

## 16. ABORIGINAL SERVICES OFFICER

16.1 — The following classifications shall be paid within the Aboriginal Services Officer stream:

Generalist Health Workers, Specialist Health Workers (e.g. Substance Use, Sexual Health, Youth Workers etc), Dental Assistants, Case Workers, Family Support Workers, Social Welfare Workers, Research Officers, Project Officers, and Senior Project Officers with supervisory responsibilities.

Level	\$ Hourly Rate@ 1/7/12	\$ Hourly Rate 90% PDR's being completed by 31 August 2012. 3% increase	\$ Hourly Rate 90% PDR's being completed by 31 August 2013. 3% increase	\$ Hourly Rate 90% PDR's being completed by 31 August 2014. 3% increase
Level 1	\$17.73	\$18.26	\$18.81	\$19.37
Level 2	\$19.65	\$20.24	\$20.85	\$21.48
Level 3	\$22.81	\$23.49	\$24.19	\$24.92
Level 4	\$24.63	\$25.37	\$26.13	\$26.91
Level 5	\$26.44	\$27.23	\$28.05	\$28.89
Level 6	\$28.66	\$29.52	\$30.41	\$31.32
Level 7 (Special supervisors)	\$30.05	\$30.95	\$31.88	\$32.84

## 17. DENTAL ASSISTANTS

17.1 — Dental Assistants will be paid the same rates as an Aboriginal Service Officer, however are graded according to the classification descriptions set out in Schedule A.

## 18. PROFESSIONAL OFFICERS

18.1 — The following classifications shall be paid within the Professional Officer stream: Registered Nurses, Counsellors (including Mental Health), and Psychologists.



Level	\$ Hourly Rate@ 1/7/12	\$ Hourly Rate 90% PDR's being completed by 31 August 2012- 3% increase	\$ Hourly Rate 90% PDR's being completed by 31 August 2013- 3% increase	\$ Hourly Rate 90% PDR's being completed by 31 August 2014- 3% increase
Level 1	\$26.03	\$26.81	\$27.61	\$28.44
Level 2	\$28.66	\$29.52	\$30.41	\$31.32
Level 3	\$30.05	\$30.95	\$31.88	\$32.84
Level 4	\$32.93	\$33.92	\$34.94	\$35.99

## **~~19. NURSES – REGISTERED NURSES~~**

~~19.1 — Registered Nurses will be paid in accordance with the Professional Level salary scales, classification definitions will be in accordance with the classification definitions set out in Schedule A.~~

## **~~20. SUPERVISORY MANAGERS~~**

~~20.1 — The following classifications shall be paid within the Supervisory Manager stream: Managers, Program Managers, Project Managers and those staff who supervise a discrete team (more than two employees) within a section.~~

Level	\$ Hourly Rate@ 1/7/12	\$ Hourly Rate 90% PDR's being completed by 31 August 2012- 3% increase	\$ Hourly Rate 90% PDR's being completed by 31 August 2013- 3% increase	\$ Hourly Rate 90% PDR's being completed by 31 August 2014- 3% increase
Level 1	\$33.44	\$34.44	\$35.82	\$36.89
Level 2	\$34.88	\$35.93	\$37.01	\$38.12
Level 3	\$35.98	\$37.06	\$38.17	\$39.32

## 21. SENIOR MANAGER

21.1—The following classification is reserved for those employees who are responsible for the day to day management of a distinct function of the organisation.

Level	\$ Hourly Rate@ 1/7/11	\$ Hourly Rate 90% PDS's being completed by 31 August 2012. 3% increase	\$ Hourly Rate 90% PDS's being completed by 31 August 2013. 3% increase	\$ Hourly Rate 90% PDS's being completed by 31 August 2014. 3% increase
Level 1	\$36.30	\$42.50	\$43.78	\$45.09
Level 2	\$38.58	\$44.78	\$46.12	\$47.50
Level 3	\$41.78	\$47.06	\$48.47	\$49.92
Level 4	\$48.16	\$49.60	\$51.09	\$52.62
Level 5	\$51.62	\$53.17	\$54.77	\$56.41

Note:—Senior Manager levels have been realigned to have a more consistent monetary difference between levels. This has resulted in a bigger % increase in some levels compared to others.

## 22. EXECUTIVE OFFICER

Level	\$ Hourly Rate@ 1/7/11	\$ Hourly Rate 90% PDR's being completed by 31 August 2012. 3% increase	\$ Hourly Rate 90% PDR's being completed by 31 August 2013. 3% increase	\$ Hourly Rate 90% PDR's being completed by 31 August 2014. 3% increase
Level 1	\$56.02	\$57.07	\$58.80	\$60.56
Level 2	\$58.30	\$60.05	\$61.85	\$63.71
Level 3	\$60.58	\$62.40	\$64.27	\$66.20

## 23. JUNIOR EMPLOYEES

23.1—A junior employee will be paid the following percentage of the ordinary rate prescribed by this award for the appropriate adult classification:

Age	%
At 16 years and under	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

## ~~24-14.~~ PAY PROGRESSION

- 24.1 ~~Pay Progression through increments within a Level of the Classification Structure will be determined by the employee's performance each year against the Performance Development Agreement, as well as any budgetary constraints. For all Employee Classifications, it~~ There is not an automatic entitlement to an increase on an annual basis. ~~should not be expected that an employee will have an automatic level increase annually.~~
- 24.2 ~~Employees will not progress from Classification to Classification~~ may progress from one Classification Level to the next by Senior Management recommendation and CEO approval.
- 24.3 Pay Progression will be assessed and paid after the anniversary of commencement, subject to:
- 24.3.1 An employee having a Performance and Development Agreement in place.
- 24.3.2 Confirmation from the supervisor and the CEO being satisfied that attitude and work has been satisfactory and provided there have been no serious shortcomings in performance or breaches of SCMSAC policy.
- 24.3.3 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.
- 24.3.4 Where positions may span across more than once classification level, increase to a higher level will be subject to an assessment of any specific requirements described for each classification level. An increase will also be subject to an assessment of the qualifications, skills, responsibility, performance and commitments to the objectives of SCMSAC.
- 24.4 ~~An individual employee's performance and budget constraints will determine whether an employee can progress to the next incremental level in the salary scale, however it is not limited to these and alternative~~ Alternative incentives may be preferred over level increases, such as allowances or other alternative employment conditions.

## ~~25-15.~~ PERFORMANCE AND DEVELOPMENT REVIEW PROCESS

- 25.1 All employees covered by this Agreement are required to participate in the 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 ~~by August 31 each year~~ on or close to their anniversary date of commencement or within ~~three~~ one (1) 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 the SCMSAC Performance and Development Review Policy.

## **26-16. PAYMENT OF WAGES**

- 26.1 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.
- 26.2 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.
- 26.3 Prior to cessation of employment, an employee will return all property owned by SCMSAC including uniforms (paid for by the SCMSAC) as part of the authorisation of making the final payment.
- 26.4 SCMSAC undertakes to provide employees with pay slips meeting all requirements of the Fair Work Act.
- 26.5 In the event that an employee ceases employment, and has a current debt amount that has not been fully recovered by the ~~company~~ organisation, ~~the~~ SCMSAC may deduct an amount from an amount payable to the employee where ~~a payroll deduction authority form~~ written permission has been ~~completed~~ given by the employee. Failing this, SCMSAC reserves the right to recover monies through alternative processes.

## **27-17. HIGHER DUTIES**

- 27.1 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.

- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 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.
- 27.6 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.
- 27.27 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.

## **28-18. ON CALL ALLOWANCE**

- 28.1 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)
- 28.2 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.
- ~~The allowance provided for in Clause 28.1 will not be paid during any periods of leave or absences from work to attend training or study.~~
- 28.3 The allowance provided for in Clause 28.1 will not be paid during any periods of leave or absences from work to attend training or study.
- 28.4 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:

~~An employee required to be on call, if required to carry out work related duties in association with their position will be paid from the time of receiving recall until the time of finishing such recall duty, with a minimum of three hours payment for such recall at the following rates:~~

- (i) within a spread of 12 hours from the commencement of the last period of ordinary duty – time and a half;
- (ii) outside of a spread of 12 hours from the commencement of the last period of ordinary duty – double time; or
- (ii) on days observed as public holidays – double time.

~~28.4 The minimum payment of three hours referred to in Clause 28.3 will apply with the exception of Case Workers (Out of Home care) who will be paid a minimum of one hour overtime at the appropriate rate in the instance the recall to duty involves the answering of a telephone call only. If the recall to duty requires the Case Worker to leave their premises the three hour minimum will apply.~~

28.5 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.

## **29.19. ADDITIONAL ALLOWANCES**

29.1 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.

29.2 Qualifications Allowance (Childcare) will be paid to Directors or Assistant Directors who hold a Graduate Certificate in Childcare Management or equivalent, in accordance with Schedule B.

29.3 Broken Shift Allowance will be paid to employees who work two separate shifts in one day, in accordance with Schedule B.

~~An employee who possesses a current first aid certificate from a registered training provider at Senior First Aid Level 2 or a nurse registered with a state/territory nursing board and who is designated by the SCMSAC to undertake first aid responsibilities and is available to perform~~

~~these duties within SCMSAC, is entitled to an allowance in accordance with Schedule B of this Agreement.~~

~~29.2 — An employee who has been appointed, in accordance with SCMSAC Workplace Health & Safety Policy (WH&S) to be a Health and Safety Representative for a designated work group and who has completed the appropriate training is entitled to an allowance in accordance with Schedule B of this Agreement.~~

~~29.3 — An employee who has been appointed an Emergency Warden and who has completed the appropriate training is entitled to an allowance in accordance with Schedule B of this Agreement. These allowances count as salary for all purposes.~~

~~29.4 — Where an employee holds two (2) or more roles listed above they are only entitled to one allowance. First Aid Officer and Emergency Warden roles may not be undertaken simultaneously due to conflicting role requirements in emergency situations.~~

~~29.5 — The above allowances will not be paid during periods of sick leave, annual leave or long service leave, special leave, ceremonial leave and or leave without pay.~~

### **30-20. PRIVATE MOTOR VEHICLE USAGE**

30.1 The SCMSAC has a large pool of company vehicles that should be used by employees to undertake any work related travel.

30.2 ~~In the event that a company vehicle is unavailable the following conditions must be met before an employee uses their own vehicle for work related travel:~~

~~A Private Motor Vehicle Authorisation Form must be filled in which records the Managers authorisation and the proposed number of kilometres travelled. This authorisation must be given prior to travel being undertaken.~~

~~Proof of current driver's license, current registration and full comprehensive insurance must be provided to the Manager and a copy attached to the Private Motor Vehicle Authorisation Form.~~

~~A log book is to be obtained from Administration and the amount of kilometres travelled must be recorded. Payment will not be made by administration unless the log book has been correctly filled in.~~

30.3 — ~~An employee required and who has received prior approval to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.74 cents per kilometre. This rate may vary to remain in line with ATO rulings.~~

30.4 — ~~This clause also applies in the event an employee uses a private motor vehicle to attend training or seminars (excluding tertiary study).~~

30.5 No employee will be forced to use their own vehicle for work purposes.

### **31-21. TRAVELLING ALLOWANCE ACCOMMODATION, MEALS AND EXPENSES FOR BUSINESS-RELATED TRAVEL**

31.1 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 ~~is entitled to be~~ will be provided with accommodation, to be booked through SCMSAC.

31.2 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. ~~paid, before undertaking the travel, for accommodation, incidentals and meals as set out by the Australian Taxation Office, in Schedule B of this agreement. Rates may vary to remain in line with the ATO rulings.~~

~~31.2 Where accommodation and/or meals are supplied at no cost to the employee who is required to be absent overnight on official business, those components of travel allowance will not be paid to the employee.~~

### **32-22. UNIFORMS**

32.1 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.

32.2 Uniforms supplied and paid for by the SCMSAC will remain the property of the SCMSAC and should be treated as organisation~~al~~ property.

32.3 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.

It is mandatory that all staff (with the exception of staff working with clients where it is sensitive and would be more appropriate to not wear uniform displaying company logo's or name in the Permanency Support Program or equivalent, as set out below) wear uniforms.

Uniforms must be worn in all instances where employees are representing the SCMSAC, t.

This includes conferences, work meetings, and official business. It is imperative that employees whilst wearing the SCMSAC uniform behave in a manner that upholds the values and reputation of the organisation.

32.4 Uniforms include program and partnership shirts and polo t-shirts that have the SCMSAC logo clearly identified.



- 32.5 Enclosed footwear must be worn at all times, to ensure compliance with Work, Health and Safety legislation.
- 32.6 Uniforms should only be worn whilst attending work. SCMSAC uniforms are required to be covered if worn outside of working hours.

### ~~33-23.~~ SUPERANNUATION

- 33.1 SCMSAC will contribute to a nominated superannuation fund on behalf of each worker amounts prescribed by the Superannuation Guarantee Act.
- 33.2 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 the SCMSAC to make contributions.
- 33.3 An employee may make contributions to the Funds in addition to those made by the company under sub-clause 33.1.
- 33.4 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.
- 33.5 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.
- 33.6 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.
- 33.7 Superannuation contributions will be made by the SCMSAC to an employee's nominated superannuation fund at the completion of each calendar month.

## PART 5 - HOURS OF WORK, BREAKS, OVERTIME, WEEKEND WORK

### ~~34.24.~~ HOURS OF WORK

- 34.1 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.
- 34.2 The span of ordinary hours is between ~~67~~:00am and ~~78~~: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.
- 34.3 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 ~~the rostered day off~~ Accrued Day Off (RDO-ADO), and will be taken as outlined in clauses 34.3 (b).
  - b) An employee can apply to take ~~a rostered day~~ an Accrued Day off once the following conditions have been met:
    - i. A full 7.6 hours has been accrued.
    - ii. ~~One week's~~ Reasonable notice (generally one week) of the intention to take the ~~rostered day off~~ Accrued Day Off has been given to the employee's Manager.
    - iii. The taking of the ~~rostered day off~~ Accrued Day Off meets operational requirements and the Manager has given the employee approval in advance. ~~to take the rostered day off.~~
- 34.4 Hours accrued towards ~~an Accrued Day Off~~ an Accrued Day Off ~~rostered day off~~ cannot be used as sick leave.
- 34.5 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~~ Rostered-Accrued Day Off. Therefore, an employee may be required to work more than 19 days to accumulate ~~a rostered day off~~ an Accrued Day Off if they are absent on leave.
- 34.6 ~~RDO-ADO~~ hours will accrue on any day that an employee attends training and or study leave with pay, where a full ~~eight-eight~~ hour day is worked.
- 34.7 ~~RDO-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.

- 34.8 ~~Accrued Days Off can only be taken as full A full 7.6 hour days, they cannot be taken as part days. s must be taken when taking RDO hours, RDO hours cannot be used to take part days.~~
- 34.9 An employee will be paid 7.6 hours per day when on any type of leave.
- 34.10 ~~A maximum of two rostered days off can be accrued. Once 15.2 rostered days off hours have been accrued, hours will cease accruing until RDO hours have been reduced to 7.6 hours. 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.~~
- 34.11 Part time, and casual, employees ~~cannot do not~~ accrue hours towards ~~a rostered day off an ADO.~~
- 34.12 Accrued ~~Rostered~~ Days Off and any hours accrued hours towards them will be paid out on termination at the employee's base hourly rate.
- 34.13 ~~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. Applications for change of working hours will be considered on the basis of the organisation's ability to manage the program and individual circumstances. Changes to the hours of work will be in consultation with the relevant work area Manager who will in turn discuss the matter with the CEO. Such agreements must be recorded in writing and approved by the CEO.~~

## BREAKS

- 35.1 Meal Breaks
- 35.1.1 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.
- 35.1.2 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.
- 35.1.3 Full time employees working on the Rostered 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.
- 35.2 Tea Breaks

- 35.2.1 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.
- 35.2.2 Rest pauses are to be taken as one continuous period, and cannot be taken in conjunction with the lunch period.
- 35.2.3 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.
- 35.3 Smoking
- 35.3.2 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.

### **36-25. TIMESHEETS**

- 36.1 ~~All~~ Employees ~~are~~ 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.
- 36.2 Timesheets are to be ~~signed off at the end of the working week and handed to Managers for authorisation each Monday. Should Monday fall on a public holiday the previous Friday entered into the HR Kiosk system for Managers authorisation by the relevant Manager each Monday.~~
- 36.3 Timesheets are required to be submitted with the Administration office by no later than ~~10:30am~~ 4:30pm MondayTuesday. Payment will be received by Wednesday for the previous week worked. In the event an employee fails to lodge a timesheet by ~~10:30am~~ 4:30pm MondayTuesday, 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.

### **37-26. OVERTIME**

- 37.1 The SCMSAC is a not for profit organisation that is heavily reliant on funding. Funding applications do not take into consideration overtime. As a result the 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.
- 37.2 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.

### **38-27. OVERTIME RATES**

38.1 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 34.2 —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.
- d)e) Overtime worked on a Sunday will be paid at double time.

38.2 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.

38.3 An employee will be supplied with an adequate meal where an employer has adequate cooking facilities or be paid a meal allowance ~~of \$10.75 as set out in Schedule B,~~ 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.

as follows:

~~(a) when required to work after the usual finishing time beyond one hour of overtime, or~~

~~———— (b) where overtime work exceeds 4 hours a further meal allowance of \$9.68 will be paid.~~

38.4 The overtime rates set out in Clause 38.1 will not apply to, camps, and travel to and from training. Separate provisions will apply in these circumstances, as set out on Clause 39 Camps and Overnight Allowance, and Clause 50 Training Leave.

### **39-28. CAMPS AND OVERNIGHT ALLOWANCE**

39.1 Employees from time to time may be required as part of their role to ~~attend camps~~attend camps or otherwise stay overnight with Clients for safety or security purposes, which will require employees to stay overnight. Special provisions will apply as set out in Clause 39.2, 39.3 and 39.4.

39.2 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.

39.3 Employees ~~attending camps~~required to stay overnight with Clients will be paid the following for each ~~24-24~~ hour period:

a) \_\_\_\_\_ Normal working hours (7.6 hours plus 0.4 to ~~RDO~~ADO), plus ~~a camping~~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.

39.4 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.

39.5 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.

- 39.4 An employee is not entitled to a an overnight-camping allowance if the employee is not required to stay camp overnight.



## PART 6 - LEAVE

### ~~40.29.~~ ANNUAL LEAVE

#### 40.1 Accrual

40.1.1 Full time employees are entitled to four weeks (152 hours) annual leave for each completed year of service, ~~falling due on the anniversary of their starting date of employment~~. Part time employees entitled is pro rata based on the number of hours worked per week.

40.1.2 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.

~~40.1.3 Annual leave cannot be taken during an employee's probationary period.~~

40.1.4 Annual leave must be taken no later than twelve months after becoming due.

40.1.5 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 41.5.1 Personal Leave.

40.1.6 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.

#### 40.2 Leave Loading

~~40.2.1 For each period of 4 weeks annual leave accrued an employee will be paid an additional 17.5% leave loading.~~

40.2.2 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 40.6.

#### 40.3 Public Holidays falling during annual leave

40.3.1 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.

#### 40.4 Time of Taking Leave

40.4.1 Annual leave will be taken at a time mutually agreed between the employer and the employee. The 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.

40.4.2 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.

#### 40.5 Proportionate leave on termination

40.5.1 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.

40.5.2 Leave loading will be paid on proportionate leave on termination.

#### 40.6 Cash out of excess annual leave

40.6.1 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 the SCMSAC and the employee must make a separate agreement in writing for each cashing out of a particular amount of annual leave.

### ~~41.30.~~ PERSONAL LEAVE

#### 41.1 Accrual

41.1.1 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) ~~P~~personal illness or injury (sick leave); or
- b) ~~F~~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).

41.1.2 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.

#### 41.2 Notification Requirements

41.2.1 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.

- 41.2.2 ~~The employee shall prove to the satisfaction of the employer that he or she was unable to attend for duty on the day or days for which sick leave is claimed on account of personal illness or Carers leave as defined in Clause 41.1.1~~
- 41.2.3 ~~The SCMSAC requires a medical certificate if the employee is absent on personal and or carers leave for 2 or more days and or on the day before or after a weekend and or public holiday. A maximum of six single day's personal leave can be taken and will be paid without a medical certificate in any 12 month period. Administration will send notification to the Senior Manager and the employee concerned that all further absences will require a medical certificate. In the event a medical certificate is not provided sick leave will not be paid.~~
- ~~41.2.4 In the event an employee is unable to obtain a medical appointment and therefore provide a medical certificate, a statutory declaration signed by a Justice of the Peace, will be accepted for proof of single day absences and or absences that occur before or after a weekend or public holiday.~~
- 41.2.5 The employer ~~also~~ reserves the right to ask for a medical certificate for any ~~single day~~ 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.
- 41.3 Unused personal leave will accumulate.
- 41.4 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 ~~will be required on each occasion.~~may be requested.
- 41.5 Where a medical certificate is requested and is not provided, the absence will be recorded as unauthorised.
- 41.5 Annual leave cannot be used as personal leave.
- 41.5.1 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.
- 41.6 Sickness while on annual leave

41.6.1 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).

#### 41.7 Cashing Out Personal Leave

41.7.1 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.

41.7.2 The employer reserves the right to refuse such a request for reasons which may include occupational health and safety or operational grounds.

41.7.3 Sick leave will not be paid out on termination of employment.

### **42.31. COMPASSIONATE LEAVE**

42.1 ~~The 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.

42.2 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;

42.3 ~~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".

### **43-32. PUBLIC HOLIDAYS AND CHRISTMAS CLOSE DOWN PERIOD**

- 43.1 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.
- 43.2 In addition to the public holidays listed in Clause 43.1, National Aboriginal and Torres Strait Islanders Observance Day (NAIDOC) will be given as a public holiday.
- 43.3 All employees (except casuals) will be paid for three (3) additional public holidays ~~during the Christmas close down period~~ 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. ~~determines each year the period of the close down. During the close down period three (3) additional public holidays will be paid to employees on the week that Christmas and Boxing days fall, or on the week that Christmas and Boxing Day are compensated for with regard to Public Holidays in any given year.~~
- 43.4 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.
- 43.5 Generally the 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.
- 43.6 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.

#### ~~44.~~33. CEREMONIAL LEAVE

- 44.1 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.

#### ~~45.~~34. SPECIAL LEAVE

- 45.1 SCMSAC may grant leave with ~~or without~~ 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.
- 45.2 Employee entitlements will not accrue during any period of approved special leave but continuity of service will not be broken.
- 45.3 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.

~~44.4 Up to a maximum of two weeks' pay may be granted.~~

#### ~~46.~~35. COMMUNITY SERVICE LEAVE

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

#### ~~47.~~36. LEAVE WITHOUT PAY

- 47.1 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.
- 47.2 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.
- 47.3 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 ~~RDO~~-ADO hours, Annual Leave and Long Service Leave.

- 47.~~43~~ 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.
- 47.~~54~~ SCMSAC reserves the right to backfill the staff member's position while that staff member is on leave without pay if necessary.

#### **48-37. PARENTAL LEAVE**

- 48.1 Parental Leave will be in accordance with the National Employment Standards under the Fair Work Act 2009.
- 48.2.1 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.
- 48.2.2 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.
- 48.2.3 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.
- 48.3 In addition to the unpaid entitlements provided for in the Fair Work Act 2009, the SCMSAC will provide the following paid parental leave to full time and part time employees (excludes casual employees):
- 48.3.1 Spouse/Partner Leave: At the time of the child's birth, a spouse/partner will be granted 2 days paid leave.
- 48.3.2 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 4 weeks full pay or 8 weeks half pay.
- 48.3.3 Part time employees will be paid pro rata entitlement based on the number of hours worked per week.

- 48.3.4 At least 10 weeks prior to taking a period of paid/unpaid parental leave, an employee must notify the SCMSAC in writing of their intention to take parental leave which specifies the start and finish dates of the leave.
- 48.3.5 If a public holiday falls during a period of paid parental leave, an additional day will not be added to the ~~employees~~employee's period of paid leave.
- 48.3.6 Employer superannuation payments will not apply on periods of paid parental leave.
- 48.3.7 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.
- 48.3.8 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.
- 48.3.9 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.
- 48.3.10 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.
- 48.3.11 Employees can choose to take any available annual leave or long service leave in conjunction with their paid and unpaid parental leave entitlements.
- 48.3.12 The SCMSAC will consider requests for flexible working arrangements when an employee returns to work after a period of paid/unpaid parental leave.

## **49-38. LONG SERVICE LEAVE**

- 49.1 In relation to long service leave the 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.

49.1.1 For each additional 5 years of completed service an employee will accrue 6 weeks long service leave.

49.2 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.

49.3 Service means an employee whether full time, part time or casual.

49.4 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.

49.5 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.

49.6 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.

## **50-39. TRAINING LEAVE**

50.1 Definition and Approval

50.1.1 For the purposes of this clause, training leave shall mean leave to attend training courses and or seminars.

50.1.2 Employees shall have successfully completed their probationary period before becoming entitled to the provisions of this clause.

50.1.3 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.

50.1.4 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, ~~and~~ the organisation will not be unduly inconvenienced.

50.1.5 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.

50.1.6 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 34.2, 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.

50.2 Payment to attend training

50.2.1 Once approval has been given to attend training the 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.

50.2.2 If an employee fails to pass the training through fault of their own, the employee will be liable for repayment of the course fees. The SCMSAC reserves the right to deduct the course fees from the employees wages, at a rate agreed upon with the employee.

50.2.3 The provisions of this clause do not apply to leave to attend tertiary institutions.

#### **51.40. STUDY SUPPORT SCHEME**

51.1 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.

51.2 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.

51.3 ~~The Chief Executive Officer may approve financial assistance to employees undertaking approved studies under SCMSAC's Study Support Scheme. Financial assistance is in the form of a bursary payment, as set out in Schedule B. Half of the bursary payment will be paid at the commencement of each course and the other half of the bursary payable on the successful completion of all course unit/s (completion of the whole course). Evidence of successful completion will be required to be provided prior to the payment of the completion bursary payment.~~

~~51.4 The bursary payment is not payable to employees on study leave without pay.~~

~~50.5 The bursary payment is not applicable to employees currently undertaking studies at the time of signing this agreement.~~

51.6 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.

51.7. 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.

51.7 Should an employee terminate their employment or their employment be terminated by the employer during the course of completing the course, ~~the bursary amount paid to the employee shall be repaid to the employer. The SCMSAC may deduct the bursary amount paid~~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. to the employee from an amount payable to an employee where a payroll deduction authority form has been completed by the employee.

## **52-41. STUDY LEAVE WITH PAY**

52.1 The granting of Study leave-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.

- 52.2 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. ~~be paid:~~
- a) ~~leave with full pay to attend tertiary study, or any other compulsory study activities required for successful completion of the course of study; and~~
- b) ~~The relevant bursary payment as set out in Schedule B.~~
- 52.3 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. ~~Compensation will not be paid in the form of wages and or time in lieu for travel to and from tertiary studies.~~
- 52.4 ~~Allowances for accommodation, meals or incidental payments will not be made to employees on approved study leave.~~

#### **53-42. STUDY LEAVE WITHOUT PAY**

- 53.1 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 accrual purpose of accruing annual leave, personal leave or long service leaves, but will not break the continuity of service.
- 53.2 ~~The Bursary payment is not payable for study leave without pay.~~
- 53.3 ~~Study leave without pay will not break an employee's continuity of service, however, entitlements such as annual leave, long service leave and sick leave will not accrue during this period.~~

## **SCHEDULE A**

### **CLASSIFICATIONS HOURLY RATES BY CLASSIFICATION**

The

<u>Classification Level</u>	<u>Increment</u>	<u>\$ Hourly Rate</u>
<u>1</u>	<u>1.1</u>	<u>\$20.07</u>
	<u>1.2</u>	<u>\$20.33</u>
	<u>1.3</u>	<u>\$20.61</u>
	<u>1.4</u>	<u>\$20.90</u>
<u>2</u>	<u>2.1</u>	<u>\$21.74</u>
	<u>2.2</u>	<u>\$22.47</u>
	<u>2.3</u>	<u>\$23.08</u>
	<u>2.4</u>	<u>\$24.02</u>
<u>3</u>	<u>3.1</u>	<u>\$24.60</u>
	<u>3.2</u>	<u>\$25.28</u>
	<u>3.3</u>	<u>\$25.95</u>
	<u>3.4</u>	<u>\$26.62</u>
	<u>3.5</u>	<u>\$27.28</u>
<u>4</u>	<u>4.1</u>	<u>\$28.02</u>
	<u>4.2</u>	<u>\$28.75</u>
	<u>4.3</u>	<u>\$29.48</u>
	<u>4.4</u>	<u>\$30.25</u>
<u>5</u>	<u>5.1</u>	<u>\$31.23</u>
	<u>5.2</u>	<u>\$32.23</u>
	<u>5.3</u>	<u>\$33.06</u>
	<u>5.4</u>	<u>\$33.91</u>
<u>6</u>	<u>6.1</u>	<u>\$34.84</u>
	<u>6.2</u>	<u>\$35.93</u>
	<u>6.3</u>	<u>\$36.94</u>
	<u>6.4</u>	<u>\$37.63</u>
<u>7</u>	<u>7.1</u>	<u>\$38.56</u>
	<u>7.2</u>	<u>\$39.89</u>
	<u>7.3</u>	<u>\$41.62</u>
	<u>7.4</u>	<u>\$43.74</u>
<u>8</u>	<u>8.1</u>	<u>\$46.32</u>
	<u>8.2</u>	<u>\$48.12</u>
	<u>8.3</u>	<u>\$49.92</u>

classifications set out below will apply to all new employees employed after the commencement date of this agreement. Existing employees at the time of signing this agreement will not be disadvantaged and will remain at their existing classification.

If a dispute arises over an existing employee's classification the SCMSAC agrees to review the employee's classification within 12 months of receiving the notification.

### **GENERAL EMPLOYEES**

The following classifications shall be paid within the General stream: Transport Officers, Store persons, Gardeners, Maintenance, Cleaners or any combination of these positions.

#### **Level 1 means:**

This level is reserved for appointment of employees who demonstrate the skills and abilities required to perform the duties at the minimum level of entry. Generally the employee will have no previous experience and duties may include basic duties including cleaning, basic maintenance, and limited driving duties.

#### **Level 2 means:**

A General Service Officer Level 1 who has been promoted to Aboriginal Service Officer Level 2 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Level 1.

The majority of an employee's duties at this level would involve providing transport services to medical related appointments within and outside the Shoalhaven area.

#### **Level 3 means:**

A General Service Officer who has been promoted to an Aboriginal Service Officer Level 3 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of 12 months at level 2 and have consistently demonstrated their ability to perform their duties at a competent level.

In addition to undertaking transport duties the employee may also undertake the following duties:

- Providing monthly statistics, monitoring vehicle usage, odometer readings, arranging any regular maintenance and repairs of vehicles. Monitor buildings and arrange reports and repairs.

#### **Level 4 means:**

A General Service Officer who has been promoted to an Aboriginal Service Officer Level 4 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of 12 months at level 3 and have consistently demonstrated their ability to perform their duties at a competent level.

An employee at this level may be responsible for providing training, mentoring and supervision for General Service Officers at a lower level.

## **ADMINISTRATIVE EMPLOYEES**

The following classifications shall be paid within the Administrative stream: Medical receptionist, receptionists, switchboard operators, administrative assistants, administrative officers, bookkeepers, and finance officers.

### **Level 1 means:**

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established routines, methods and procedures.

Indicative typical duties and skills at this level may include:

- a. — Reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors.
- b. — Maintenance of basic records.
- c. — Filing, collating, photocopying, etc.
- d. — Handling or distributing mail.
- e. — Recording, matching, checking and batching of accounts, invoices, orders, store requisitions, etc.
- f. — The operation of keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.

### **Level 2 means:**

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.

The work of these employees may be subject to regular checking and as required, including progress checking. Employees at this level are capable of undertaking a range of duties requiring liaison and communication within the health service, and with clients of the health service. Such employees may be required to provide guidance to other employees at a lower level.

Indicative typical duties and skills at this level may include:

- a. — Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation, and use of interpersonal skills are a key aspect of the position.



- b. ~~Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents, typing of referral letters.~~
- c. ~~Culling files, and liaising with allied health providers.~~
- d. ~~Incoming/outgoing cheques~~
- e. ~~Incoming/outgoing mail~~
- f. ~~Conference room bookings~~
- g. ~~Organising catering for conference room bookings~~
- h. ~~Basic medical terminology typing~~
- i. ~~Basic clinical coding~~
- j. ~~Creating new employee/client files and records~~

### **Level 3 means:**

~~Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties. Employees at this level require relevant experience combined with a broad knowledge of the functions and activities of the health service and a sound knowledge of the major activity performed in their work area.~~

~~Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2.~~

~~Indicative typical duties and skills at this level may include:~~

- a. ~~Apply one or more computer software packages developed for a micro personal computer or a central computer resource to either:~~
- b. ~~Create new files and records;~~
- c. ~~Maintain computer based records management systems;~~
- d. ~~Identify and extract information from internal and external sources; or~~
- e. ~~Use at an intermediate level of word processing/keyboard functions.~~
- f. ~~Arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s).~~
- g. ~~Completed a Basic Medical Terminology course and consistently applies this knowledge in the workplace.~~

### **Level 4 means:**

~~(Administrative employees who have designated accounts and finance responsibilities will be paid at a level 4 or above based on the tasks and responsibilities assigned.)~~

~~Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility.~~

~~Employees at this level work under general direction. An employee at this level may have completed a Certificate III in a relevant discipline, i.e. Financial Services, Advanced Medical Terminology.~~

### **~~Typical duties/skills~~**

~~Indicative typical duties and skills at this level may include:~~

- ~~a. — Secretarial/executive support services which may include the following:
  - ~~i. — maintaining executive diary;~~
  - ~~ii. — attending executive/organisational meetings and taking minutes;~~
  - ~~iii. — establishing and/or maintaining current working and personal filing systems for executive;~~
  - ~~iv. — answering executive correspondence from verbal or handwritten instructions.~~~~
- ~~b. — Requires a comprehensive knowledge of medical terminology and or working knowledge of aboriginal health services.~~
- ~~c. — Have an advanced level of word processing/keyboard functions.~~
- ~~d. — Prepare cash payment summaries, banking report and bank statements, calculate and maintain wage and salary records, follow credit referral procedures, apply purchasing and inventory control requirements, post journals to ledger.~~
- ~~e. — Maintenance of records and or journals including initial processing and recording relating to the following:
  - ~~i. — Reconciliation of accounts to balance~~
  - ~~ii. — Invoices~~
  - ~~iii. — Debit/credit items~~
  - ~~iv. — Payroll data~~
  - ~~v. — Petty cash~~~~

### **~~Level 5 means:~~**

~~Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.~~

~~Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.~~

~~They would often exercise initiative, discretion and judgment in the performance of their duties.~~

Indicative typical duties and skills at this level may include:

- ~~a. — Able to prepare financial/tax schedules, calculating costing's and/or wage and salary requirements; completing personnel/payroll data for authorisation; reconciliation of accounts to balance.~~
- ~~b. — Advising on/providing information on one or more of the following:
  - ~~i. — Employment conditions~~
  - ~~ii. — Workers compensation procedures and regulations; and~~
  - ~~iii. — Superannuation entitlements, procedures and regulations.~~~~
- ~~c. — Identifying and extract information from internal and external sources; or~~
- ~~d. — Using of advanced word processing/keyboard functions.~~
- ~~e. — Apply knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions.~~
- ~~f. — Provide reports for management in any or all of the following areas:
  - ~~i. — Account/financial;~~
  - ~~ii. — Staffing;~~
  - ~~iii. — Legislative requirements; and~~
  - ~~iv. — Other company activities.~~~~
- ~~g. — Administer individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation.~~

## **Level 6**

~~Employees at this level are subject to broad guidance and direction from Executive Management. Positions at this grade undertake various functions, under a wide range of conditions to achieve a result in line with the goals of the health service. They provide subject matter and or expertise to senior employees and the Chief Executive Officer.~~

~~They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, including, scheduling workloads, resolving operations problems, and monitoring the quality of work produced.~~

~~This level is reserved for employees with designated finance responsibilities, and who are responsible for the training and supervision of employees with finance responsibilities of a lower level.~~

## **ABORIGINAL SERVICES OFFICER**

The following classifications shall be paid within the Aboriginal Services Officer stream: Generalist Health Workers, Specialist Health Workers (e.g. Substance Use, Sexual Health, Youth Workers), Dental Assistants, Case Workers, Family Support Workers, Social Welfare Workers, Research Officers, and Project Officers.)

### **Level 1 means:**

An employee in their first year of service who has no previous experience in the provision of Aboriginal health services.

They will perform duties under the supervision of either a more senior Aboriginal Service Officer or a qualified enrolled or registered nurse.

### **Level 2 can be defined as one or more of the below descriptions:**

- a. An employee who has limited experience in the provision of Aboriginal Health Care (more than 12 months), and can demonstrate a sound understanding of the Aboriginal Health.
- or
- b. An Aboriginal Service Officer Level 1 who has been promoted to Aboriginal Service Officer Level 2 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Level 1.

### **Level 3 can be defined as one or more of descriptions below:**

- a. A person who has completed Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent, or the required Aboriginal Community Health Worker qualification; or
- b. A person with other qualifications or experience deemed equivalent by an Aboriginal community controlled health service; or
- c. An Aboriginal Service Officer Level 2 who has been promoted to Aboriginal Service Officer Level 3 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Level 2.
- or
- d. An Aboriginal Service Officer Level 3 is expected to provide a range of health functions, of a preventative, rehabilitative or promotional nature under the general direction of other staff of the Aboriginal community controlled health service.

It is essential that staff at this grade should be able to demonstrate a sound understanding of Aboriginal Health.

**Level 4 means:**

- a. — A person who has completed a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent, or
- b. — A person with other qualifications or experience deemed equivalent by an Aboriginal community controlled health service; or
- c. — An Aboriginal Service Officer Level 3 who has been promoted to Aboriginal Service Officer Level 4 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Level 3.

An employee at this level performs their duties independently and with little supervision.

**Level 5 means:**

- a. — A person who undertakes a full range of duties independently, including dealing with more complex matters.
- b. — An Aboriginal Health Worker with either a Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Community), or
- c. — A person with other qualifications or experience deemed equivalent by the Aboriginal community controlled health service, or
- d. — An Aboriginal Service Officer Level 4 who has been promoted to Aboriginal Service Officer Level 5 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Level 4 and has consistently demonstrated their ability to perform their duties at a competent level.

***(Note: An Aboriginal Service Officer Level 4 and above is required to have as a minimum qualification a Certificate IV in Aboriginal Primary or Community Health or relevant equivalent qualification.)***

**Level 6 means:**

- a. — An Aboriginal Service Officer who performs a senior role within the Aboriginal Health Service, has an expert knowledge of Aboriginal Health issues and is deemed to have the necessary qualifications and experience by the Aboriginal community controlled health service will be classified at this grade.
- b. — An Aboriginal Service Officer Level 5 who has been promoted to Aboriginal Service Officer Level 6 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Level 5 and have consistently demonstrated their ability to perform their duties at a highly competent level.

**Level 7 (Special)**

This level is reserved for Aboriginal Service Officers who have designated supervisory responsibilities of no more than two ASO employees of a lower level.

## **DENTAL ASSISTANTS**

Dental Assistants will be paid the same rates as an Aboriginal Service Officer, however are graded according to the following classification descriptions:

### **Grade 1 (ASO Level 1) means:**

Employees at this grade will have no prior experience as a dental assistant. Appointment to this level will be for a period of 12 months after which the employee will progress to the appropriate level.

While employed at this grade employees will:

- a. — work under direct supervision;
- b. — gain familiarisation with a range of basic dental and/or clerical tasks; and
- c. — gain familiarisation with the employer's policies including health and safety.

### **Grade 2 (ASO Level 2) means:**

An employee who has obtained the skills required of a Dental Assistant Grade 1 who performs solely dental assistant duties and has no formal qualifications.

It is desirable that staff at this grade have Aboriginal knowledge and cultural skills.

### **Grade 3 (ASO Level 3) means:**

- a. — A person who has completed dental assistant qualifications performing solely dental assistant duties.

### **Grade 4 (ASO Level 4) means:**

- a. — A qualified Dental Assistant performing solely dental assistant duties who has 12 months' experience at Grade 3; or
- b. — A qualified Dental Assistant performing a combination of dental assistant, clerical and reception duties.

**Grade 5 (ASO Level 5) means:**

- a. — A qualified Dental Assistant performing solely dental assistant duties who has 12 months' experience at Grade 4; or
- b. — A qualified Dental Assistant performing a combination of dental assistant, clerical and reception duties who has 12 months' experience at Grade 4.

**PROFESSIONAL OFFICERS**

The following classifications shall be paid within the Professional Officer stream: Counsellors (including Mental Health), and Psychologists.

**Level 1 means:**

Positions at level 1 are regarded as entry level health professionals and for the initial 12 months of experience.

This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer.

**Level 2 means:**

- a. — An employee who has limited experience in the provision of professional services in Aboriginal Health Care (more than 12 months), and can demonstrate a sound understanding of the Aboriginal Health. or
- b. — A Health professional Level 1 who has been promoted to Health Professional Level 2 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Level 1.

**Level 3 means:**

- a. — An employee who has consistently demonstrated their ability to perform their duties at a competent level. or
- b. — A Health professional Level 2 who has been promoted to Health Professional Level 3 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Level 2.



~~A health professional at this level works independently and is required to exercise judgement on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks.~~

~~They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services.~~

**Level 4 means:**

- ~~a.—— A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline, or~~
- ~~b.—— A Health professional Level 2 who has been promoted to Health Professional Level 4 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Level 3.~~

~~At this level health professionals will also have additional responsibilities. An employee at this level:~~

- ~~a.—— works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;~~
- ~~b.—— is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;~~
- ~~c.—— is performing across a number of recognised specialties within a discipline;~~
- ~~d.—— may be responsible for ensuring optimal budget outcomes for their customers and communities when working on specific projects;~~
- ~~e.—— may be responsible for providing mentoring, guidance, training and support for professional officers at a lower level~~
- ~~f.—— is responsible for providing support for the efficient, cost effective and timely delivery of services.~~

## **NURSES — REGISTERED NURSES**

Registered Nurses will be paid in accordance with the Professional Level salary scales, classification definitions will be in accordance with the following;

### **Level 1 means:**

Positions at level 1 are regarded as entry level health professionals and for initial years of experience.

This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer. It is also the level for the early stages of the career of a health professional.

### **Level 2 means:**

Is a registered nurse who has completed 12 months service as a level 1 and undertakes the following duties:

- a. — delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
- b. — coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- c. — providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
- d. — providing support, direction and education to newer or less experienced staff, including Aboriginal Health Workers, EN's, and student EN's and student nurses;
- e. — accepting accountability for the employee's own standards of nursing care and service delivery; and
- f. — participating in action research and policy development within the practice setting.

### **Level 3 means:**

Is a registered nurse who undertakes the following duties:

- a. — delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;

- b. — providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;
- c. — being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
- d. — acting as a role model in the provision of holistic care to patients or clients in the practice setting.

**Level 4 means:**

Is a registered nurse who in addition to other nursing duties undertakes the following:

- a. — providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
  - i. — staff and patient/client education;
  - ii. — staff selection, management, development and appraisal;
  - iii. — participating in policy development and implementation;
  - iv. — acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
  - v. — delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
  - vi. — coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
  - vii. — coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.
- b. — assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

**SUPERVISORY MANAGERS**

The following classifications shall be paid within the Supervisory Manager stream: Managers, Program Managers, Project Managers and those staff who supervise a discrete team within a section, more than two employees.

**Level 1 means:**

Managers at this level are regarded as entry level Managers for initial years of experience.

**Level 2 means:**

- a. — A person with the qualifications and experience deemed necessary by an Aboriginal community controlled health service; and or

- ~~b. — An employee who has consistently demonstrated their ability to perform their duties at a competent level.~~
- ~~c. — A Supervisory Manager Level 1 who has been promoted to a Supervisory Manager Level 2 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Level 1.~~

~~It is expected that a Supervisory Manager at this level would be performing duties such as:~~

- ~~a. — Providing day to day supervision of program and or administrative staff~~
- ~~b. — Managing any grievance processes and complaints from staff, or from other agencies regarding the work of the teams.~~
- ~~c. — Ensuring services and programs are evaluated, quality control and accreditation standards are complied with, funder and SCMSAC expectations are met, and timely reports are provided to the CEO, steering groups, funders and the Board as and when required.~~
- ~~d. — Assisting with the preparation of funding submissions for new initiatives and implementation planning, management and evaluation of successful submissions.~~
- ~~e. — Overseeing the development, implementation and review of planning processes for community projects and events. Ensuring that project activities delivered are consistent with good professional practice and community needs and are safe and culturally appropriate.~~
- ~~f. — Exercising delegations according to program budgets, approved project plans, and SCMSAC policies and procedures~~

**~~Level 3 means:~~**

- ~~a. — A person with the qualifications and experience deemed necessary by an Aboriginal community controlled health service; and or~~
- ~~b. — An employee who has consistently demonstrated their ability to perform their duties at a competent level, or~~
- ~~c. — A Supervisory Manager Level 2 who has been promoted to a Supervisory Manager Level 3 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Level 2.~~

## **SENIOR MANAGER**

### **Level 1 means:**

- ~~a. A person with the qualifications and experience deemed necessary by an Aboriginal community controlled health service; or~~
- ~~b. Having been assessed by their employer as having the requisite competence.~~
- ~~c. This level is generally reserved for a Senior Manager overseeing at least two separate projects within a sector of the organisation with a funding value generally between \$500,000 and 1 million dollars.~~

### **Level 2 means:**

- ~~a) — A person with the qualifications and experience deemed necessary by an Aboriginal community controlled health service; or~~
- ~~b) — A Senior Manager Level 1 who has been promoted to Senior Manager Level 2 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Level 1.~~
- ~~c) — This level is generally reserved for a Senior Manager overseeing at least two separate projects within a sector of the organisation with a funding value generally between \$1 million and \$1.5 million dollars.~~

### **Level 3 means:**

- ~~a) — A person with the qualifications and experience deemed necessary by an Aboriginal community controlled health service; or~~
- ~~b) — A Senior Manager Level 2 who has been promoted to Senior Manager Level 3 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Level 2.~~
- ~~c) — This level is generally reserved for a Senior Manager overseeing at least two separate projects within a sector of the organisation with a funding value generally between \$1.5 million and \$2 million dollars.~~

**Level 4 means:**

- a) — A person with the qualifications and experience deemed necessary by an Aboriginal community-controlled health service; or
- b) — A Senior Manager Level 3 who has been promoted to Senior Manager Level 4 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Level 3.
- c) — This level is generally reserved for a Senior Manager overseeing at least two separate projects within a sector of the organisation with a funding value generally between \$2 million and \$2.5 million dollars but not limited.

**Level 5 means:**

- a) — A person with the qualifications and experience deemed necessary by an Aboriginal community-controlled health service; or
- b) — A Senior Manager Level 4 who has been promoted to Senior Manager Level 5 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Level 4.
- c) — This level is generally reserved for a Senior Manager overseeing at least two separate projects within a sector of the organisation with a funding value generally over \$2.5 million dollars.

## EXECUTIVE OFFICER

### **Level 1 means:**

Is reserved for an Executive Officer who is responsible for overseeing the day to day operations, policy, and strategic functions of the organisation, under the direction of the Chief Executive Officer.

An Executive Officer at this level will generally have a shared responsibility with the Chief Executive Officer for overall management of between \$5 – \$6 million dollars of funding but not limited to this.

### **Level 2 means:**

Is reserved for an Executive Officer, who is responsible for overseeing the day to day operations, policy, and strategic functions of the organisation, under the direction of the Chief Executive Officer.

An Executive Officer at this level will generally have a shared responsibility with the Chief Executive Officer for overall management of between \$6 – \$7 million dollars of funding but not limited to this.

### **Level 3 means:**

Is reserved for an Executive Officer, who is responsible for overseeing the day to day operations, policy, and strategic functions of the organisation, under the direction of the Chief Executive Officer.

An Executive Officer at this level will generally have a shared responsibility with the Chief Executive Officer for overall management in excess of \$7 million dollars of funding but not limited to this.

## SCHEDULE B

Clause	Payment Rate	Allowance Rates <del>from Date of Commencement</del> <u>for the life of the Agreement</u>	
Clause 27	On Call Allowance	M-F, \$20.00 per on call period Sat, Sun and Public Holiday, \$40.00 per on call period	
<del>Clause 28</del>	<del>First Aid/Health and Safety Rep/Emergency Warden Allowance</del>	<del>\$12 per week</del>	
Clause 38	<del>Camping Overnight Allowance in Lieu of Overtime</del>	\$100 per day	
	<u>Meal Allowance</u>	<u>\$14.00 for the first full hour of overtime</u> <u>\$14.00 after four hours' overtime</u>	
	<u>Qualification Allowance (Childcare)</u>	<u>\$1.40 per hour (flat)</u>	
	<u>Broken Shift Allowance</u>	<u>\$16.00 per day (flat)</u>	
		<b><u>On Commencement of Course</u></b>	<b><u>On Completion of Course</u></b>



Clause 50	Study support—other approved vocational institutions	\$350.00	\$350.00
Clause 50	Study support—university students	\$600.00	\$600.00

## SCHEDULE C

### TRAVELLING ALLOWANCE

<b>Table 1: Employee's Annual Salary – \$100,840 or below</b>				
<b>Place</b>	<b>Accomm \$</b>	<b>Food and drink \$ B'fast 23.65 Lunch 26.55 Dinner 45.60</b>	<b>Incidentals \$</b>	<b>Total \$</b>
Adelaide	157	95.80	17.30	270.10
Brisbane	201	95.80	17.30	314.10
Canberra	165	95.80	17.30	278.10
Darwin	189	95.80	17.30	302.10
Hobart	125	95.80	17.30	238.10
Melbourne	173	95.80	17.30	286.10
Perth	176	95.80	17.30	289.10
Sydney	183	95.80	17.30	296.10
High cost country centres	See Table 4	95.80	17.30	Variable – see Table 4
Tier 2 country centres (see Table 5)	120	B'fast 21.15 Lunch 24.20 Dinner 41.65	17.30	224.30
Other country centres	100	B'fast 21.15 Lunch 24.20 Dinner 41.65	17.30	204.30

<b>Table 2: Employee's annual salary – \$100,841 – \$179,350</b>				
<b>Place</b>	<b>Accomm. \$</b>	<b>Food and drink \$ B'fast 25.70 Lunch 36.40 Dinner 51.00</b>	<b>Incidentals \$</b>	<b>Total \$</b>
Adelaide	185	113.10	24.70	322.80
Brisbane	233	113.10	24.70	370.80
Canberra	208	113.10	24.70	345.80
Darwin	229	113.10	24.70	366.80
Hobart	167	113.10	24.70	304.80
Melbourne	216	113.10	24.70	353.80
Perth	226	113.10	24.70	363.80
Sydney	225	113.10	24.70	362.80
High cost country centres	See Table 4	113.10	24.70	Variable – see Table 4
Tier 2 country centres (see Table 5)	144	B'fast 23.65 Lunch 24.20 Dinner 47.10	24.70	263.65
Other country centres	120	B'fast 23.65 Lunch 24.20 Dinner 47.10	24.70	239.65

## SCHEDULE D

### Signatures of the Parties

#### **Signed for and on behalf of South Coast Medical Service Aboriginal Corporation**

Signature:.....

Print Name:.....

Position:.....

Address:.....

.....

Date:.....

#### **Signed for and on behalf of the Employees**

Signature: .....

Print Name:.....

Employees'  
Representative/Employee:.....

Address:.....

.....

Date.....

